

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 89
2. CONTRACT NUMBER	3. SOLICITATION NUMBER MCC-08-0111-RFP-42	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 06/24/2008	6. REQUISITION/PURCHASE NO.
7. ISSUED BY Millennium Challenge Corporation Attn: Ms. Kathy Spainhower 875 15 th Street Washington, DC 20005		CODE	8. ADDRESS OFFER TO (If other than Item 7) Same as item 7		

NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in 1 original and 5 copies, (See L.4.7.1.b) for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if handcarried, in the depository located in Block 7 above until 2:00 p.m Eastern Standard Time (EST) 08/04/2008. **CAUTION** — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME C. Kathy Spainhower	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS spainhowerk@mcc.gov
		AREA CODE 202	NUMBER 521-2682	EXT. N/A	

11. TABLE OF CONTENTS

(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	39-48
X	B	SUPPLIES OR SERVICES AND PRICE/COST	2-8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	9-22	X	J	LIST OF ATTACHMENTS	49
X	D	PACKAGING AND MARKING	23	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	23-24	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	50-61
X	F	DELIVERIES OR PERFORMANCE	25	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	62-72
X	G	CONTRACT ADMINISTRATION DATA	26-29	X	M	EVALUATION FACTORS FOR AWARD	73-79
X	H	SPECIAL CONTRACT REQUIREMENTS	30-38				

OFFER (Must be fully completed by Offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT See FAR 52.232-8		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of SOLICITATION for Offerors and numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. (EFT remittance)		17. SIGNATURE	18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22 <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B SUPPLIES/SERVICES/SCHEDULE

B.1 SERVICES TO BE PROVIDED

The Millennium Challenge Corporation (MCC) is soliciting competition to award multiple IDIQ contracts in support of the MCC Compact Development and Compact Implementation Directorates. The selected contractor shall provide capacity building needs assessments, training and development, and related short-term support services to the MCC, Governments of Foreign Countries, Accountable Entities, and other related entities in response to task assignments issued pursuant to an Indefinite Delivery/Indefinite Quantity (IDIQ) Contract.

B.2 PRICING ARRANGEMENT/CONTRACT TYPE

This is a multiple award Indefinite Delivery/Indefinite Quantity contract in which either Time and Materials or Firm Fixed Priced Task Orders may be issued utilizing the provisions of the Federal Acquisition Regulation (FAR) Part 16 Fair Opportunity and this solicitation's Task Order Procedures clauses.

B.3 FUNDING

In accordance with clause MCC52.232-72, "Limitation of Funds – Incrementally Funded Contracts," funds in the amount of \$2,500.00 U.S. has been allotted to this contract. These funds are provided for the guaranteed minimum. Actual funding will be awarded in Individual Task Order(s) for the services to be provided. The Contractor shall not perform work on the contract which exceeds the total amount actually allotted (in U.S. dollars) by the Government to the contract. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government on this contract, or in conjunction with funds allotted on individual task orders. The contractor assumes the risk for any increased costs beyond what the Government obligates. Funding from one task order shall not be used to expense work on another task order unless a modification to both task orders has been issued, in writing, by a warranted Contracting Officer.

B. 4 INDEFINITE DELIVERY/INDEFINITE QUANTITY

Minimum Obligation: \$2,500.00 U.S. (Guaranteed Minimum)
Maximum Quantity: \$17,500,000.00 U.S.
(See Section H.12, Maximum Ceiling and Minimum Guarantee)

B.5 SCHEDULE

Unless expressly identified otherwise in a Task Order, the contractor shall furnish all personnel, facilities, equipment, supplies, transportation, translation, and services required to provide capacity building training and support services through the Millennium Challenge Corporation (MCC) in accordance with Section C, Statement of Work, and the terms and conditions contained herein. The required services are to be provided at the fixed rates set forth below. Hours will be determined on each task order.

The labor categories listed in Table 1 below are illustrative; however, if the Offeror uses labor category terminology other than the labor categories listed in Section B, Table 1, the Offeror must provide its labor category in the matrix next to the stated contract labor category which clearly relates to their proposed labor category. The Offeror shall provide in a separate attachment, a labor category description, which includes minimum experience, minimum education, and functional responsibilities for each proposed

labor category. This attachment shall be incorporated into the contract and the Offeror shall use these descriptions in proposing labor categories for task orders and for billing purposes. (See Clause H-16).

The specific level of effort required will be identified on individual task orders placed under this contract.
(ALL AMOUNTS REFLECTED IN U.S. DOLLARS)

BASE PERIOD (EFFECTIVE DATE OF CONTRACT – OCTOBER 31, 2009)

<u>Description</u>	<u>Hours</u>	<u>Rate</u>
0001 Labor for Capacity Building Needs Assessment, Training and Development, and Related Short-Term Support Services	Per Task Order	See Table 1, Column C
Direct Labor Total		Ceiling \$3,000,000.00
0002 Other Direct Costs: Includes Materials, Equipment, Facilities (No construction permitted), Shipping, Transportation/Travel, and other approved direct costs. (<i>See B.6</i>)		NTE \$_____
Material Handling Fee/ G&A on ODC's (Optional)	____% x \$500,000	\$_____
ODCs Total	ODC Ceiling	\$500,000.00
Base Period Total	Ceiling	\$3,500,000.00

OPTION PERIOD ONE (NOVEMBER 1, 2009 – OCTOBER 21, 2010)

<u>Description</u>	<u>Hours</u>	<u>Rates</u>
1001 Labor for Capacity Building Needs Assessment, Training and Development, and Related Short-Term Support Services	Per Task Order	See Table 1, Column D
Direct Labor Total		Ceiling \$3,000,000.00
1002 Other Direct Costs: Includes Materials, Equipment, Facilities (No construction permitted), Shipping, Transportation/Travel, and other approved direct costs. (<i>See B.6</i>)		NTE \$_____
Material Handling Fee/ G&A on ODC's (Optional)	____% x \$500,000	\$_____
ODCs Total	ODC Ceiling	\$500,000.00
Option Period 1 Total	Ceiling	\$3,500,000.00

OPTION PERIOD TWO (NOVEMBER 1, 2010 – OCTOBER 31, 2011)

<u>Description</u>	<u>Hours</u>	<u>Rates</u>
2001 Labor for Capacity Building Needs Assessment, Training and Development, and Related Short-Term Support Services	Per Task Order	See Table 1, Column E
Direct Labor Total		Ceiling \$3,000,000.00
2002 Other Direct Costs: Includes Materials, Equipment, Facilities (No construction permitted), Shipping, Transportation/Travel, and other approved direct costs. (<i>See B.6</i>)		NTE \$_____
Material Handling Fee/ G&A on ODC's (Optional)	____% x \$500,000	\$_____
ODCs Total	ODC Ceiling	\$500,000.00
Option Period 2 Total		Ceiling \$3,500,000.00

OPTION PERIOD THREE (NOVEMBER 1, 2011 – OCTOBER 31, 2012)

<u>Description</u>	<u>Hours</u>	<u>Rates</u>
3001 Labor for Capacity Building Needs Assessment, Training and Development, and Related Short-Term Support Services	Per Task Order	See Table 1, Column F
Direct Labor Total	Labor Ceiling	\$3,000,000.00
3002 Other Direct Costs: Includes Materials, Equipment, Facilities (No construction permitted), Shipping, Transportation/Travel, and other approved direct costs. (<i>See B.6</i>)		NTE \$_____
Material Handling Fee/ G&A on ODC's (Optional)	____% x \$500,000	\$_____
ODCs Total	ODC Ceiling	\$500,000.00
Option Period 3 Total		Ceiling \$3,500,000.00

OPTION PERIOD FOUR (NOVEMBER 1, 2011 – OCTOBER 31, 2012)

<u>Description</u>	<u>Hours</u>	<u>Rates</u>
4001 Labor for Capacity Building Needs Assessment, Training and Development, and Related Short-Term Support Services	Per Task Order	See Table 1, Column G
Direct Labor Total	Ceiling	\$3,500,000.00
Direct Labor Total	Labor Ceiling	\$3,000,000.00

4002	Other Direct Costs: Includes Materials, Equipment, Facilities (No construction permitted), Shipping, Transportation/Travel, and other approved direct costs. <i>(See B.6)</i>	NTE \$_____
	Material Handling Fee/ G&A on ODC's (Optional)	____% x \$500,000 \$_____
	ODCs Total	ODC Ceiling \$500,000.00
	Option Period 4 Total	Ceiling \$3,500,000.00
	FIVE (5) YEAR NOT TO EXCEED TOTAL	CEILING \$17,500,000.00

B.6 MCC52.243-70 INCREASE IN SERVICES (OCT 2006)(Deviation)

The services described in Sections B and C (statement of work) represent the Government's best estimate for known requirements at this time. However, due to the uncertainty of the work, the Government reserves the right to add or delete services if the need arises.

The annual ceilings for the Labor CLIN and Other Direct Cost CLIN are estimated and may be increased or decreased as required, during the life of the contract, as long as total overall ceiling does not exceed the total ceiling price. Specific amounts for labor and other direct costs will be determined upon the issuance of individual task orders. The government will multiply the proposed handling fee/G&A (using the rates submitted by the Offeror in accordance with its accounting practices or Negotiated Indirect Cost Rate Agreement,(NICRA) to establish the Government's NTE other direct cost estimate (e.g. "proposed % x \$500,000.00 subtracted from \$500,000.00. The Offeror is directed to Section L.9.3 of the solicitation.

During the performance of this contract, it may become necessary to add new labor categories to Section B, Table 1. In such cases, the Government may identify additional labor categories and the contractor shall, in good faith, negotiate the hourly rates for the categories. Upon completion of such negotiation, the contract may be modified to add the new categories in Table 1. It is the Contractor's responsibility to track new labor categories proposed to existing categories in Columns A and/or B in the event of a reorganization of labor categories becomes necessary, and to be able to identify the impact on cost.

SECTION B – SUPPLIES AND SERVICES

TABLE 1: FIXED FULLY BURDENED LABOR RATES – U.S. DOLLARS (INCLUDES PROFIT) (See B.7)

<u>(a) CONTRACT LABOR CATEGORY</u>	<u>(b) PROPOSED LABOR CATEGORY</u>	<u>(c) BASE/ YR 1- CLIN 0001 FIXED RATE</u>	<u>(d) YR 2- OPT CLIN 1001 FIXED RATE</u>	<u>(e) YR 3- OPT CLIN 2001 FIXED RATE</u>	<u>(f) YR 4- OPT CLIN 3001 FIXED RATE</u>	<u>(g) YR 5- OPT CLIN 4001 FIXED RATE</u>
Mgmt/Supervisory Positions						
1. Program Mgr.		\$	\$	\$	\$	\$
2. Project Mgr. Sr.		\$	\$	\$	\$	\$
3. Supervisor (Instructional Area)		\$	\$	\$	\$	\$
4. Supervisor (Instructional Systems Design)		\$	\$	\$	\$	\$
5. Training Lead		\$	\$	\$	\$	\$
6. Training Lead (In Country)						
a. Armenia		\$	\$	\$	\$	\$
b. Benin		\$	\$	\$	\$	\$
c. Bolivia		\$	\$	\$	\$	\$
d. Burkina Faso		\$	\$	\$	\$	\$
e. Cape Verde		\$	\$	\$	\$	\$
f. El Salvador		\$	\$	\$	\$	\$
g. Georgia		\$	\$	\$	\$	\$
h. Ghana		\$	\$	\$	\$	\$
i. Honduras		\$	\$	\$	\$	\$
j. Jordan		\$	\$	\$	\$	\$
k. Lesotho		\$	\$	\$	\$	\$
l. Madagascar		\$	\$	\$	\$	\$
m. Malawi		\$	\$	\$	\$	\$
n. Mali		\$	\$	\$	\$	\$
o. Moldova		\$	\$	\$	\$	\$
p. Mongolia		\$	\$	\$	\$	\$
q. Morocco		\$	\$	\$	\$	\$
r. Mozambique		\$	\$	\$	\$	\$
s. Namibia		\$	\$	\$	\$	\$
t. Nicaragua		\$	\$	\$	\$	\$
u. Philippines		\$	\$	\$	\$	\$
v. Senegal		\$	\$	\$	\$	\$
w. Tanzania		\$	\$	\$	\$	\$
x. Timor Leste		\$	\$	\$	\$	\$
y. Ukraine		\$	\$	\$	\$	\$
z. Vanuatu		\$	\$	\$	\$	\$

<u>(a) CONTRACT LABOR CATEGORY</u>	<u>(b) PROPOSED LABOR CATEGORY</u>	<u>(c) BASE/ YR 1- CLIN 0001 FIXED RATE</u>	<u>(d) YR 2- OPT CLIN 1001 FIXED RATE</u>	<u>(e) YR 3- OPT CLIN 2001 FIXED RATE</u>	<u>(f) YR 4- OPT CLIN 3001 FIXED RATE</u>	<u>(g) YR 5- OPT CLIN 4001 FIXED RATE</u>
Research, Assessment, and Analysis Positions						
7. Curriculum Developer (Sr)		\$	\$	\$	\$	\$
8. Curriculum Developer		\$	\$	\$	\$	\$
9. Education Specialist		\$	\$	\$	\$	\$
10. Instructional Systems Specialist		\$	\$	\$	\$	\$
11. Research Specialist		\$	\$	\$	\$	\$
12. Senior Consultant		\$	\$	\$	\$	\$
Instructor Positions						
13. Certified Instructor I		\$	\$	\$	\$	\$
14. Certified Instructor II		\$	\$	\$	\$	\$
15. Training Facilitator (Sr)		\$	\$	\$	\$	\$
16. Training Facilitator		\$	\$	\$	\$	\$
Other Positions						
17. Admin. Asst. I		\$	\$	\$	\$	\$
18. Admin. Asst II		\$	\$	\$	\$	\$
19. Industry/Funct. Area Specialist		\$	\$	\$	\$	\$
20. Industry/Funct. Area Specialist (Senior)		\$	\$	\$	\$	\$
21. Logistics Specialist I		\$	\$	\$	\$	\$
22. Logistics Specialist II		\$	\$	\$	\$	\$
23. Quality Assurance Specialist (Sr)		\$	\$	\$	\$	\$
24. Quality Assurance Specialist		\$	\$	\$	\$	\$
25. Technical Subject Matter Specialist (Senior)		\$	\$	\$	\$	\$
26. Tech. Subject Matter Specialist		\$	\$	\$	\$	\$

[illegible]

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK (SOW)

Capacity Building Assessment, Training and Related Support Services

C.1 Introduction

The Millennium Challenge Corporation (MCC) is a Federal Corporation created under Title VI of the Foreign Operations, Export Financing, and Related Programs Appropriations Act, 2004. The MCC is designed to work with some of the poorest countries in the world. Established in January 2004, MCC is based on the principle that aid is most effective when it reinforces good governance, economic freedom and investments in people. MCC's mission is to reduce global poverty through the promotion of sustainable economic growth. Before a country can become eligible to receive assistance, MCC looks at their performance on independent and transparent policy indicators. MCC selects eligible countries for Compact Assistance. Additional information regarding MCC's Compact and Threshold programs and activities may be found at <http://www.mcc.gov/about/index.php>.

C.2 Background

C.2.1 Compact Process

Once a country demonstrates that it passes the majority of the 17 policy indicators, it qualifies as eligible to receive assistance through MCC Compacts.

A Compact is a multi-year (5 year term) agreement between the MCC and an eligible country to fund specific programs targeted at reducing poverty and stimulating economic growth. As such, the eligible country drafts a Compact Proposal outlining the specifics of its proposed programs to reduce poverty and stimulate economic growth. These programs must be: 1). Developed in consultation with a country's citizens — including women, non-governmental organizations, and the private sector; 2). Able to measure both economic growth and poverty reduction; and 3). Implemented, managed and maintained by the country. MCC works with the country to ensure the proposed Programs are reasonable, measurable, and attainable. Once the compact agreement is executed, the compact-eligible country shifts to a compact country and compact implementation can begin.

Countries that have signed Compacts are considered Compact Implementation countries.

Countries that have yet to sign a Compact are considered Compact Development countries. The current MCC countries are identified in Annex 1.

C.2.2 MCC Capacity Building History

The MCC is engaging with a number of countries (SOW Annex 1, Section B) designated as eligible to apply for MCC assistance and, eventually, will enter into a Compact for assistance with countries that submit quality proposals that support economic growth. Moreover, there are already 16 countries (SOW Annex 1, Section A) that have successfully signed Compact Agreements with MCC and are now either implementing Compacts or mobilizing to implement Compacts.

Since MCC's establishment in 2004, there has been growing recognition within MCC of the common need to complement the Compact process with capacity building in countries to improve the development and quality of country proposals and the efficiency/effectiveness of Compact implementation. MCC believes that if a country has a solid infrastructure and good organizational management they can operate more efficiently and effectively. In response to capacity building needs, MCC has already undertaken several successful, small-scale training and capacity building efforts to support eligible countries, including the weeklong MCC University event held at MCC headquarters in Washington every year, as well as limited efforts related to topics such as procurement, contract management, environment and social assessment, and monitoring and evaluation. Recent efforts within knowledge area practice groups have recognized the necessity to develop training programs to further impart specific skills. As such, MCC has identified a requirement for a more comprehensive training/capacity building program that builds upon the success of our existing programs and responds to the needs of the countries that MCC assists.

C.3 Scope

C.3.1 The MCC Compact Development and Compact Implementation Departments have a combined requirement for capacity building assessment, training and development, and related support services in support of the Governments of Foreign Countries (GFC) of Compact eligible countries; the Accountable Entities, which are the legal entities designated by the GFC to implement the Compact Program on behalf of the GFC during the Compact term; their Management Units, which are the employees of the Accountable Entity responsible for the day-to-day activities and assisting the Board or other relevant decision-maker with the implementation of the Compact Program; and/or Implementing Entities, which are any Government Affiliates engaged by the Accountable Entity to implement and carry out any project, project activity (or a component thereof) or any other activities to be carried out in furtherance of the Compact in Compact countries. The scope of this capacity building requirement concentrates on the Areas of Focus identified in Paragraph C.3.3.

Within the context of this SOW, Capacity Building includes the assessment, training, development and refinement of a GFC's or Accountable Entities' core skills and capabilities, within the areas of focus, in order to strengthen the effectiveness of GFC, to enhance development and/or quality of GFC Compact proposals, and improve the efficiency/effectiveness of Compact implementation. Further, it includes the activities which strengthen the knowledge, abilities, skills and behavior of individuals and improve institutional structures and processes such that an organization can efficiently meet its mission and goals in a sustainable way. It is the process of assisting a GFC/Accountable Entity individual or group to identify and address issues and gain the insights, knowledge and experience needed to solve problems and implement change.

Task Orders written under this contract may be for services in one or more focus areas in a single country or for services in one or more focus areas in multiple countries.

C.3.2 Objectives

The overall objectives of this contract are:

(1) For countries that have not yet signed a Compact with MCC:

- To assess a GFC's skills in the areas of focus for the purpose of designing a capacity building curriculum that accurately reflects GFC's needs and builds skill in the selected areas.
- To design and implement capacity building training programs for given Compact Development and Compact Implementation countries that will focus on developing skills within in the areas of focus and to address the identified skills gap.
- To increase the pool of qualified potential candidates for MCA core teams or Accountable Entities.
- To train facilitators, within MCC and the GFC's, for future in-country training and development needs.
- To expand the capacity for joint ventures and mentor-protégé type opportunities between the IDIQ Contractors and in-country local organizations to foster sustainability of capacity building efforts.

(2) For countries that have already signed a Compact with MCC:

- To improve the effectiveness and efficiency of Compact Implementation by designing and delivering capacity development interventions aimed at building knowledge, skills and abilities in program management and core technical areas.

C.3.3 Areas of Focus:

The areas of focus within the scope of this SOW include the following:

- 1) Results-focused project design: Focusing on the desired outcomes of a project during the initial stage of project design is a key part of managing for development results. This focus area will include topics such as (i) stakeholder analyses; (ii) problem analyses; (iii) indicators and data sources / performance-based planning; (iv) risk assessments; (v) objective analyses; (vi) project implementation planning; (vii) budgeting; (viii) developing program logical frame and logical frame analysis; (ix) other related project design topics.
- 2) Financial management: Sound financial management is critical to achieving GFC objectives. This focus area will include topics such as (i) basic principles of budgeting and financial management; (ii) financial planning – projection of commitments and cash requirements; (iii) quarterly financial reporting; (iv) management controls; (v) governmental financial accounting and reporting; (vi) analytical and managerial techniques; and (vii) possibilities and limitations of using IT in support of public

financial management, (viii) reporting; and (ix) other related financial management topics.

- 3) Accounting: Use of sound accounting principles and practices is needed to ensure that GFC and Accountable Entity funds are properly accounted for and projects are implemented well. This focus area will include topics such as (i) principles and tools of financial accounting; (ii) principles and tools of managerial accounting (with emphasis on cost determination, cost control, and development of information for planning and decision-making); (iii) financial disclosure; (iv) accounting information systems; (v) reporting; (vi) developing audit plans; and (vii) other related accounting topics.
- 4) Auditing: Ensuring that funds and policies are properly used is key to the integrity of a GFC and donor program. This focus area will include topics such as (i) the auditing process and roles and responsibilities of internal and external auditors and other relevant parties; (ii) dealing with risk and control, evidence, and documentation; (iii) common audit findings with development programs and strategies for avoiding / resolving these situations; and (v) other related auditing topics.
- 5) Budgeting: Formulating project budgets and then tracking expenditures in an open manner is key for ensuring that projects are appropriately funded and the funds are being used towards project targets. This focus area will include topics such as (i) comprehensiveness and transparency in budget formulation; (ii) policy-based budgeting; (iii) standardization and regularization of budget execution reporting for useful decision making; (iv) external scrutiny and auditing of the budget; and (v) other related budgeting topics.
- 6) Procurement: Sound procurement processes are essential for ensuring that contracts for goods and services are awarded in a fair and transparent manner to the most qualified provider. This focus area will include pre-award and post-award topics such as (i) promoting transparency, competition and fairness; (ii) conducting market surveys; (iii) defining requirements; (iv) developing cost estimates; (v) understanding the standard bidding process and proper documentation; (vi) designing evaluation criteria and methodology; (vii) developing performance standards and measurements; (viii) identifying risks, strengths and weaknesses in a proposal; (ix) conducting cost and price analysis and making reasonableness assessments; (x) identifying and addressing fraud, waste, abuse, and conflicts of interest; (xi) ethics; (xii) contracting management; (xiii) drafting Terms of Reference; (xiv) evaluation of bids; (xv) types of contracts; (xvi) contract negotiations; and (xvii) other related procurement topics.
- 7) Project management: Focusing on the implementation of projects, the ultimate development outcomes, and on how well the project is managed are key factors in successful project completion. This focus area will include topics such as (i) the project management framework; (ii) organizational dynamics in team formation and communication; (iii) quantitative methods used in analyzing and managing project scope, schedule, costs, and control, and risk assessment; (iv) managing project risks; (v) project economic analysis; (vi) project resource administration; (vii) project planning and

implementation; (viii) managing project quality and change; (ix) project management tools, such as Microsoft Project; (x) leadership and management; (xi) contract negotiations; (xii) audit planning; (xiii) project reporting; and (xiv) other related project management topics.

- 8) Monitoring and evaluation (M&E): Focusing on the systematic and regular monitoring of project outputs, as well as final evaluation of project impacts, is a key part of sound project implementation. This focus area will include topics such as (i) data quality review; (ii) survey design and management; (iii) information management systems; (iv) impact evaluation; (v) developing and using M&E plans; (vi) sampling design and methodology; (vii) quantitative and qualitative methods; (viii) data analysis for decision making, reporting, and communication; (ix) economic analysis; (x) M&E tools, such as statistical software, or Microsoft tools; and (xi) other related M&E topics.
- 9) Board Governance: Focusing on ensuring oversight, participation and transparency in decision-making. Accountable Entities include a board or supervisory council with responsibility for overseeing the management unit. This focus area will include topics such as (i) board orientation; (ii) roles and responsibilities of board members; (iii) board structure and policies; (iv) strategic decision-making; and (v) other related board governance topics.
- 10) Other Capacity Building Areas of Focus: If during the course of this contract, MCC identifies a need for additional capacity building areas of focus, it reserves the right to add these through the Increase in Services clause without further competition.

C.4 This SOW establishes the general scope of the Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s) for which MCC has a requirement for professional capacity building training and support services. Task Orders will be issued under this IDIQ contract in accordance with the Task Ordering Procedures and Fair Opportunity clauses in the RFP and resulting contract(s). The Contractor shall provide all labor, materials, translation services, reproduction services, travel, equipment, facilities, subcontracts/partners, and other direct costs for each task unless it is expressly written in the contract/task order that it will be provided by the MCC. MCC is a U.S. Government agency whose mission expands internationally to countries all over the world. The Contractor is expected to possess or partner with other contractors/entities that possess local (in-country) knowledge and experience for successful completion of each task order. Task orders could require the contractor/contractor team to proficiently read, write, speak, train, provide support, and translate in other languages. Current official languages of MCC countries include English, Arabic, Spanish, French, Portuguese, Russian, Romanian, and Ukrainian. Other languages may be identified by task order as new countries become eligible.

The MCC requires prior approval for all curriculum identified in any Task Order which is developed for any Governments of Foreign Countries (GFC) or Accountable Entity prior to delivery of the training to the GFC or Accountable Entity. All deliverables, documents, technical data, software, applications, curriculum, course materials, needs assessments, training plans, etc. that are provided and paid for under this contract, and resulting task orders, shall have unlimited data rights as defined in FAR Part 27. Contractors that propose to use or provide pre-

existing data or materials that were developed at private expense, shall identify this data in its Contract/Task Order proposals for evaluation and approval by the MCC Contracting Officer. Data proposed and approved shall be marked as either restricted, limited, or government purpose license rights, as appropriate, upon delivery to the MCC. Data delivered without markings will be considered by MCC as having unlimited data rights. Questions regarding the appropriate data rights or proper marking of data will be addressed with the Contracting Officer.

C.5 Type of Services

Each Contractor shall provide management of its own capacity building program including development and delivery of curriculum to foreign entities for capacity building. Experience with international development, curriculum design and development, international program deployment and long-term program management in developing countries is required. Specific details will be identified in each task order. Types of services that may be provided through the issuance of Task Orders include, but are not limited to the following:

C.5.1 Educational/Training and Assessment Services

- 1) Needs Assessment, Gap Analysis and Reporting – Systematic process to acquire an accurate, thorough picture of the strengths and weaknesses of a country in the areas of focus that can be used in response to the needs of all country employees for improving knowledge, skills, abilities, and capability to meet challenging program initiatives. This is a process that collects and examines information about the areas of focus and then utilizes that data to determine priority capacity building areas, to develop a plan to build skills in these areas, and to allocate resources to provide training to address skill gaps. MCC employees, GFC or Accountable Entities, ministries, foreign workforce and donors, and other country entities should be included in gathering data.
- 2) Training Plan Development – a system of projects or services intended to meet a GFC or Accountable Entity need. A program designed for training in specific areas of focus to develop skills and close gaps in capacity. A training plan shall include, but not be limited to, courses, logistics, target audience, and project plans-start/stop dates.
- 3) Curriculum/Course Development (Basic to Advanced) – Curriculum is the planned capacity building training to be offered to the GFC or Accountable Entity to close gaps in areas of focus. Course Development is the creation of the separate units of instruction in a subject, made up of training, presentations, guidance, lectures, practical exercises, etc.
- 4) Curriculum/Course Mapping – Mapping is outlining a particular course of action intended to achieve a result. It should be a guide to what courses or other elements are required to close the gaps in capacity in identified areas of focus.
- 5) Course Outlines/Descriptions – A comprehensive summary of the content covered in a particular course.

- 6) Preparation, Reproduction, and Transportation of Course and Administrative Materials – Preparation is the activity of putting or setting in order in advance the content, materials and logistics for capacity building training tasks. Reproduction is the making, or copying of materials and other components of training or administration needed for successful delivery. Transportation is the means to ensure all training and administrative materials are accurate and available to the students at the time of training at the specified training location.
- 7) In-Country Logistics – The detailed planning and organization of the delivery of capacity building efforts to GFCs or Accountable Entities overseas, such as but not limited to, coordination of training schedules and the availability of students, and adequate training facilities and equipment which are conducive to learning.
- 8) Translation Services – Communication in a second language having the same meaning as the communication in a first language. All training materials associated with the delivery of the courses must be translated into the appropriate language. The Task Order will identify the country or countries to be trained and the Contractor shall ensure proper translation of communications and materials.
- 9) Course Instruction/Delivery – This is the act of conveying content to a targeted group of individuals in areas of focus.
- 10) Benchmarking, Testing and Evaluation – A means of determining the presence, quality, or success of the capacity building program, courses, etc. It enables MCC and the Contractor to determine what the GFCs/Accountable Entities know or have learned in conjunction with the delivery of content, and includes the ability to assess the change in knowledge, skills, or ability.
- 11) Follow-up training support – Actions taken after formal training to increase the effectiveness or enhance the success and sustainability of capacity building by further action to solidify the concept transfer.
- 12) Post Program Assessments – The separation of an intellectual or material whole into its constituent parts for individual study after capacity building has been completed.

C.5.2 Capacity Building Development and Related Practical Application Support Services

The Task Orders may include “at location” training and development, and short-term related support services which enhance training through practical application. These training mechanisms and applications may include, but are not limited to, mentoring, twinning/shadowing, on-the-job development, train-the-trainer, mentor-protégé relationships, skills training on tools, coaching, and short-term (NTE 6 months) support services, such as document writing assistance, technical support, and advisory services in the following areas:

- 1) Program and Project Management Support Services
- 2) Results-Focused Project Design Support Services

- 3) Program Assessment and Evaluation Services
- 4) Short-Term Technical Assistance
- 5) Short-Term Advisory Services
- 6) Accounting, Auditing, and Budgeting Support Services
- 7) Public Financial Management Support Services
- 8) Procurement and Acquisition Support Services
- 9) Monitoring and Evaluation Support Services
- 10) Board Governance Support Services
- 11) Other Areas of Focus on contract or added after contract award

C.5.3 General Information for Services and Task Orders

(a) The illustrative task services provided below are ONLY to provide the Offeror with additional information regarding potential services that could be requested under this contract. ***These are NOT firm requirements. Firm requirements will be requested through the issuance of a Task Order Request.***

A. Country X (Compact-eligible and with no existing GFC-led capacity-building needs assessment)

TASK I: Assess priority areas for capacity strengthening in Country X, which does not have an existing GFC-led capacity assessment and hence, will require an assessment before the capacity-building program can begin.

The selected contractor shall travel to Country X and conduct a thorough needs assessment for capacity building in GFC ministries and agencies. This assessment should be completed within [duration of time] and shall entail the following steps:

- Develop a needs assessment plan that clearly describes objectives, target populations of the assessment, and the process that will be used to conduct the assessment
- Design or adapt an existing survey instrument for use in collecting information about the capacity needs of the target population and mapping existing GFC or donor led capacity building program
- Develop a management system for collecting and organizing data, determining baseline data, and organizing the collected data.
- Analyze the data to determine the key trends emerging in terms of capacity needs.
- Prepare a summary of prioritized capacity building needs with estimated cost and timeframe.
- Following completion and MCC approval of the draft report, the contractor shall set up a series of consultations with relevant GFC ministries and agencies to share the assessment findings and obtain feedback. The contractor should reach agreement with the GFC on the prioritized set of areas for capacity building; if there is not a convergence of views on the priorities between the contractor and GFC, additional discussions will need to be held until agreement is reached.

TASK II: Based on the GFC's ranking of priority needs and the amount of funding available from MCC for a country, select one or more of the following areas and develop a capacity building curriculum focused on that area.

Once the capacity needs assessment is completed for Country X and endorsed by the GFC, discussions will begin between MCC and the GFC of Country X on (i) which areas of capacity need are candidates for MCC funding and (ii) the amount of funding that MCC will provide to support capacity building in this area. The program(s) that are developed and funded will need to be drawn from the set of capacity areas that MCC supports across countries: results-focused project design; public financial management; accounting; auditing; budgeting; procurement; project management; and monitoring and evaluation.

After MCC and the GFC have agreed on the focus of the training, the contractor will work with the GFC to develop the curriculum for the program. This will involve course mapping, production of learning materials. The curriculum should take into account the varying levels of familiarity that different audiences will have with the program.

TASK III: With a partner organization/institution that is familiar with the local context and thematic area, deliver a training program to the targeted audiences in a given country.

The contractor will locate a partner organization in-country with relevant experience teaching in the field. The training program will be expected to be [duration] and in [format]

TASK IV: Provide post-training support.

This post-training support will be limited to a period of six-months after completion of the training. Post-training support shall include coaching, short-term technical assistance, “twinning” arrangements, on-line technical support.

(b) Unless otherwise identified in the Task Order, the typical process for services under this contract shall be as follows:

- 1) Each Contractor shall manage its approved capacity building program including development and delivery of curriculum of foreign entities for capacity building. A team with experience with international development, curriculum design and development, international program deployment, and long-term-program management is required.
- 2) The Contractor shall design and implement assessments to measure the GFC capacity in the approved areas of focus. The Contractor shall deliver a country needs assessment report that summarizes the findings of GFC capacity assessment. The report shall summarize the capacity in all areas of focus and be submitted to the GFC and MCC for review and approval. The GFC, in partnership with MCC, will identify priorities. The priorities will be submitted by MCC to the Contractor so the development of curriculum and courses may be accomplished.
- 3) The Contractor shall deliver training as described in the areas of focus. The Contractor shall perform all tasks necessary for course delivery, to include but not be limited to, pre-class preparation, class instruction, grading of tests given as part of the class, and assist the MCC/GFC in the evaluation and documentation of student performance.

- 4) The Contractor shall provide fully trained instructors to successfully deliver the training. Instructors shall be highly knowledgeable about current practices in the targeted areas of focus. The Offeror may partner with one or more sub-entities to obtain knowledge and experience in the specific area of focus for successful completion of specific task orders. If identified in the task order, delivery of training may be performed jointly with MCC staff.
- 5) The Contractor shall develop curriculum based on the analytical results from the country needs assessment whether conducted by the Contractor or an existing GFC assessment. This shall include the development of new training courses and/or the modification and refinement of existing courses. Additionally, for countries with Compacts in implementation, the curriculum and associated materials will incorporate MCC policies and guidelines with accepted best practices and practical tools necessary for effective implementation. If required for Compact development countries, it will be identified in the Task Orders.
- 6) The Contractor shall conduct initial course testing, identifying issues or concerns with training, and obtaining developmental feedback. The Contractor shall make necessary adjustments to the training program as the MCC deems necessary.
- 7) The Contractor shall provide administrative support for training at the GFC. Examples of potential administrative support activities that the Contractor shall provide, include but are not limited to, the following:
 - a. Registration (welcome packets)
 - b. Coordination for training activities
 - c. Classroom, equipment, and logistics
 - d. Material transportation and distribution
 - e. Prepare training related correspondence, e.g. course rosters, feedback surveys, certificates of completion, etc.
 - f. Prepare training related briefing items, presentations, practical applications
 - g. Maintain training records
 - h. Submit data to MCC
- 8) The Contractor shall maintain and update assessments as required by task order. After MCC validation and approval, the Contractor shall first pilot the program with a small test group prior to full implementation of the assessment results. The Contractor shall administer the assessments, collect results, and deliver the information/data to the MCC.

C.5.4. Deliverables

Specific deliverables, formats, and schedules will be identified in each Task Order. Examples of potential deliverables are provided as follows:

- Needs assessment report

- Gap Analysis report
- Inception reports
- Rapid needs assessments
- Curriculum Development and Training Plan
- Curriculum to address gaps in targeted focus area(s)
- Course Curriculums
- Course Schedules
- Course Surveys
- Administrative Materials
- Course Materials
- Training Records
- Copies of Course Completion Certificates for Individuals Trained
- Support Service Reports
- Training exams and practical exercises
- Course and program statistics/metrics
- Evaluation of training impact (e.g. benchmarking)

SOW ANNEX 1
MCC Current Countries

A. Current Compact Implementation Countries:

- | | |
|---------------|------------|
| ▪ Armenia | Madagascar |
| ▪ Benin | Mali |
| ▪ Cape Verde | Mongolia |
| ▪ El Salvador | Morocco |
| ▪ Georgia | Mozambique |
| ▪ Ghana | Nicaragua |
| ▪ Honduras | Tanzania |
| ▪ Lesotho | Vanuatu |

B. Current Compact Development Countries:

- | | |
|----------------|-------------|
| ▪ Bolivia | Namibia |
| ▪ Burkina Faso | Philippines |
| ▪ Jordan | Senegal |
| ▪ Malawi | Timor Leste |
| ▪ Moldova | Ukraine |

C. As additional countries are selected as Compact eligible programs, they will be automatically included within the scope of this contract.

SOW ANNEX 2

Relevant Definitions

“Accountable Entity” means the legal entity designated by the Government (GFC) to implement the Program on behalf of the Government during the Compact term.

“Compact” means the grant agreement, referred to as the Millennium Challenge Account Compact, between MCC and the Government (GFC), providing financial assistance under the Millennium Challenge Account.

“Disbursement Agreement” means the agreement between MCC, the Government (GFC) and the Accountable Entity, which provides the terms and conditions for disbursements of MCC Funding.

“Fiscal Agent” means the entity selected and engaged through an international competitive process or the Ministry of Finance, as agreed between the Government (GFC) and MCC, responsible for performing certain financial management activities on behalf of the Accountable Entity.

“Government of Foreign Country (GFC)” means the national, regional or local government eligible for assistance under the Millennium Challenge Account.

“Government Affiliate” means an affiliate, ministry, bureau, department, agency, government, corporation or any other entity chartered or established by the Government of Foreign Country.

“Governing Documents” means the charter, decree, agreement, bylaws, articles of incorporation, governance agreement or other documents evidencing the formation, establishment and governance of the Accountable Entity.

“Implementation Documents” means certain documents related to implementation, including the M&E Plan, the detailed financial plan, the procurement plan and the work plans developed by the Accountable Entity and approved by MCC as required under the Compact.

“Implementing Entity” means any Government Affiliates engaged by the Accountable Entity to implement and carry out any project, project activity (or a component thereof) or any other activities to be carried out in furtherance of this Compact

“Management Unit” means the employees of the Accountable Entity responsible for the day-to-day activities and assisting the Board or other relevant decision-maker with the implementation of the Program.

“MCA” means the Millennium Challenge Account.

“MCC” means the Millennium Challenge Corporation.

“MCC Funding” means the financial assistance provided by MCC to the Government (GFC) under the Compact.

“M&E Plan” means the monitoring and evaluation plan developed by the Accountable Entity and MCC pursuant to the Compact.

“NTE” means not-to-exceed.

“Procurement Agent” means the entity selected and engaged through an international competitive process or a Government (GFC) ministry or agency, as agreed between the Government (GFC) and MCC, to assist the Accountable Entity with carrying out procurement related activities to procure goods, works and services on behalf of the Program.

“Procurement Guidelines” means the guidelines described in the Compact relating to the procurement of all goods, services and works for the Program. A copy can be found at the MCC.gov website: <http://www.mcc.gov/documents/mcc-guidelines-programprocurement.pdf>.

“Program” means the projects and activities chosen by MCC and the Government of Foreign Country to be included in the Compact and implemented using MCC Funding to advance the Government’s (GFC) progress towards poverty reduction through economic growth.

“Program Assets” means the assets and property purchased or funded in whole or in part with MCC Funding.

“Stakeholders Committee” means a body of representatives of the private sector, civil society and local and regional governments that has been formally established to provide advice and input to the Accountable Entity regarding the implementation of the Program.

“TBP” means to be proposed.

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKING, AND MARKING

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The Contractor shall place the contract number on or adjacent to the exterior shipping label. In addition, each package, report, or other deliverable shall be accompanied by a letter or other document that identifies the deliverable item number or reporting requirement that requires the delivered item(s) and indicates whether the contractor considers the delivered item(s) to be partial or full satisfaction of the requirement.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to the following sections are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. The full text of these clauses may be accessed electronically at these internet addresses: <http://acquisition.gov> and <http://www.gsa.gov>.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996
52.246-6	INSPECTION---TIME-AND-MATERIAL AND LABOR HOUR	MAY 2001

E.2 ACCEPTANCE-SINGLE LOCATION

The Contracting Officer or authorized representative will accomplish acceptance of services at Millennium Challenge Corporation. For the purpose of this clause, the designated Contracting Officer's Technical Representative (COTR) is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contracting Officer will notify the Contractor by a written notice or by a copy of the delegation of authority.

E.3 SURVEILLANCE METHODS (Mandatory Subcontractor Flow down)

The Government may use any and all methods deemed necessary to ensure that the Contractor's services meet the requirements of the Task Order. These methods may include personal observation or surveillance by MCC staff or Government audit and oversight agencies; and surveys of MCC's and/or GFC personnel regarding Contractor employees' performance, including Personnel professionalism, courtesy, and knowledge of their assigned responsibilities.

The methods of surveillance that may be used, including but not limited to, are:

General Observation (GO): Evaluation shall be through general observation of services provided. Obvious failure to perform work shall be recorded and the information provided to the COTR.

Documentation Checks (DC): Plans, reports, logs, and schedules submitted by the Contractor will be reviewed for content to confirm that contractual requirements are planned, scheduled, and reported in a thorough, concise, and accurate manner. The Contractor is responsible for accurately reporting work that was either rescheduled or not completed. Work reported as not completed should be recorded and provided to the COTR.

Validated Customer Complaint (VCC): The Government shall validate selected customer complaints as soon as practical after receipt of a survey form/complaint. A score of "below average" or "unsatisfactory" shall be considered as a customer complaint. The COTR shall be provided this information within 2 business days of the receipt of the survey form/complaint.

Unscheduled Inspections (UI): Unscheduled inspections may be conducted on any location/operation, at any time, but will usually be limited to those of particular importance, such as critical areas or areas where performance or security problems are suspected. Unscheduled inspections will normally be conducted when performance is below satisfactory or has a trended decrease. The COTR shall be made aware of all findings from these inspections.

Planned Inspections (PI): This involves a planned approach of inspecting for performance, which may or may not be shared with the Contractor. Depending upon results of evaluations, more samples may be planned and added during the evaluation period. The COTR shall be made aware of all findings from these inspections.

Customer Satisfaction Surveys (CSS): The Government may survey the MCC personnel regarding the performance and quality of the IT services and personnel working under this contract.

In the event the MCC identifies a serious breach of performance, by the Contractor's employee(s), during a quality surveillance exercise, the CO and/or COTR shall immediately contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s).

E.4 CORRECTIVE ACTION (Mandatory Subcontractor Flow down)

In addition to the other remedies afforded the MCC for poor performance, upon notification of a performance deficiency, the contractor shall take immediate steps to remedy the cause of the problem. The contractor shall meet with the MCC COTR and provide a detailed plan to remedy the performance issue within 7 days, and shall provide ongoing reports to document progress during the corrective period.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	STOP-WORK ORDER AND ITS ALTERNATE I (APR 1984)	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 PERIOD OF PERFORMANCE

The period of performance shall be for one base period plus up to four option periods to be exercised at the discretion of the Government. The **anticipated** period of performance is:

BASE PERIOD:	Effective Date of Contract – October 31, 2009
OPTION PERIOD ONE:	November 1, 2009 – October 31, 2010
OPTION PERIOD TWO:	November 1, 2010 – October 31, 2011
OPTION PERIOD THREE:	November 1, 2011 – October 31, 2012
OPTION PERIOD FOUR:	November 1, 2012 – October 31, 2013

F.3 PLACE OF PERFORMANCE

The place of performance will be at the Contractor's facility, in international locations, and at the MCC HQ facility located at 875 15th Street, Washington, DC. Extensive international travel will be required during the performance of this requirement. Place of performance will be established for each Task Order at the time the order is issued.

F.4 DELIVERABLES

All deliverables shall be submitted in electronic form, as specified in the Task Order, where feasible, and in hardcopy as necessary and/or required. Deliverables will be identified on each Task Order. Electronic format will be MS compatible, unless otherwise identified in the Task Order.

F.5 PLACE OF DELIVERY

Delivery shall be F.O.B. Destination to destinations identified in each task order and the following address set forth below:

Millennium Challenge Corporation
875 Fifteenth St. N.W.
Washington, DC 20005

Or as otherwise directed in each Task Order

SECTION G CONTRACT ADMINISTRATION DATA

G.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NUMBER	TITLE	DATE
52.232-33	PAYMENT BY ELECTRONIC FUNDS – TRANSFER CENTRAL CONTRACTOR REGISTRATION	OCT 2003

G.2 MCC52.204-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JAN 2006)

(a) The Contracting Officer (CO) may designate a Government representative to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the COTR and the Contractor. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) Modifications to this contract are effective only if reduced to writing and executed by the CO. The contractor is specifically prohibited from performing any work that is outside the scope of this contract without the approval of the CO. The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.3 MCC52.232-70 INVOICE INSTRUCTIONS (JAN 2006)

Invoices shall be paid in accordance with the Prompt Payment Act, thirty days (30) following receipt of a proper invoice. The Contractor shall submit one copy of each invoice to the following address:

The Contractor shall submit each invoice electronically via email or fax to the following number:

Fax: 303.969.5151/7281 ATTN: MCC Payments, or

Email: MCC_Accounting_NBCDENVER@nbc.gov.

As an alternative to electronic submission of invoices, one copy of each invoice may be submitted to the following address:

National Business Center
M/S D-2773
7301 West Mansfield Avenue
Lakewood, CO 80235-2230

If it is determined that the amount billed is incorrect the invoice may be revised by the Government, or the Contractor may be required to submit a revised invoice.

To constitute a proper invoice, each invoice must include the following information and/or attached documentation:

MCC-08-0111-RFP-42

Page 26 of 89

- (1) Name, address and telephone of the Contractor
- (2) Date of invoice and invoice number
- (3) Contract number; also modification number, if applicable
- (4) Description of the supplies/services rendered (including hours incurred and billing rate to the contract segregated by individual Task Order and by CLIN/SubCLIN) (See also Clause G.4)
- (5) A schedule depicting the following information:

<u>Amount Invoiced This Period</u>	<u>Cumulative Amount Invoiced</u>	<u>Authorized Value of Contract</u>	<u>Balance Remaining on Contract</u>
--	---------------------------------------	---	--

- (6) Name of Contracting Officer's Technical Representative (COTR); and

(7) Signature of authorized representative of the firm with the following invoice certification:
 "The undersigned hereby certifies to the best of my knowledge and belief that: the sum claimed under this contract is proper and due, and all the costs of contract performance have been paid, or to the extent allowed under the applicable payment clause, will be paid by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and amounts involved are consistent with the requirements of this Contract.

BY: _____

TITLE: _____

DATE: _____

Inquires regarding the status of invoices may be directed to NBC Accounting. The email address is:
MCC_Accounting_NBCDENVER@nbc.gov.

G.4 CONSIDERATION, PAYMENT, AND ADVANCE COST UNDERSTANDINGS

Consideration

1. Reasonable, allowable and allocable time, materials, and other direct costs incurred in the performance of this contract are reimbursable subject to the terms and conditions of this Clause and Clause 52.232-1 referenced in Section I entitled "Payments."
2. Direct labor applied to performance of this contract shall be compensated at the ***fixed rates*** for each labor category described in Section B, Table 1 subject to the limitations and other provisions set forth in Clause H-12 and Attachment J.2 (See FAR 52.216-29, (a), (b), and (c)). Within the total of ***direct labor hours***, however, the Contractor may apply the hours of direct labor estimated for any labor category to the other labor categories, to the extent that the total of dollars allocated for direct labor is not exceeded.
3. When authorized as part of the work scope on this contract and within task order ceiling and as approved by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR), travel expenses incurred in performance of a task order issued under this contract may

be reimbursed as allowed by the Federal Travel Regulations (FTR) in effect at the time of travel. Travel reimbursement will be made up to the travel not-to-exceed amount on the task order.

To be reimbursable, the travel expenses must be:

- a. Allowable under the FTR and the provisions of this contract and associated task order,
- b. Approved prior to travel expenditure by the CO or COTR/PM, and
- c. Allocable and necessary for performance of this contract and associated task order.

Travel reimbursement requests must be submitted in sufficient time for the CO and COTR to give prior approval, and must identify:

- a. The name of the traveler,
- b. Destination(s) including itinerary,
- c. Purpose of the travel, and
- d. Cost breakdown.

To be reimbursed, invoices including travel expenses must provide a detailed breakdown of the actual expenditures invoiced. Contractor shall maintain the original or legible copy of receipts for all travel expenses invoiced. MCC reserves the right to request evidence of any travel expense paid.

4. ODC Reimbursement (Time and Material)

Other Direct Costs (ODCs) will be reimbursed for direct costs to support and as provided in an individual task order. To be reimbursed, invoices including ODCs must provide a detailed breakdown of the actual expenditures invoiced. Contractor shall maintain the original or legible copy of receipts for all ODCs invoiced. MCC reserves the right to request evidence of any ODC reimbursed. To assure timely reimbursement of ODCs, contractor is strongly encouraged to submit charges within 45 days of the expenses.

G.5 MCC 52.237-74 WARRANTY AGAINST DUAL COMPENSATION (JAN 2006)

The Contractor certifies that, except for the compensation set out in this contract, it is not receiving any additional wages, compensation or gifts from the MCC for any work contemplated or performed under or in connection with this contract.

G.6 MCC 52.232-72 LIMITATION OF FUNDS – INCREMENTALLY FUNDED CONTRACTS

(a) Of the total price in Section B (or the “Prices” section), only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.

(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement

costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.

(c)(1) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until the date specified in Section B, or another date agreed to by the parties, the contractor shall notify the Contracting Officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance through the date for which incremental funds is provided.

(2) If, after notification is provided pursuant to paragraph (c)(1) of this clause, additional funds are not obligated, or an earlier date than the date in Section B of this clause is not agreed to, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.

(d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the Contracting Officer as provided in paragraph (c)(1) of this clause regarding any additional funds obligated.

(e) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.

(f) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or default.

(End of Clause)

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT TYPE (JUN 2008)

This is an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. Individual task orders shall be issued on a time and material or firm fixed price basis.

H.2 NON-PERSONAL SERVICES (JUN 2008)

a. The Government and the Contractor understand and agree that the services delivered by the Contractor to the Government are non-personal services. The parties also recognize and agree that no employer-employee exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees.

b. Contractor personnel under this contract shall not:

(1) Be placed in a position where there is an appearance that they are employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer.

(2) Be placed in a position of command, supervision, administration or control over Government personnel.

H.3 ALL ITEMS TO BECOME PROPERTY OF THE GOVERNMENT (JUN 2008)

Title to all sources of data, documents, software, and materials paid for and/or delivered, and all other items pertaining to the work and services to be performed under task orders pursuant to this contract, including any copyright shall become the property of the Government and remain with the government upon completion. The government shall have the full unlimited rights to use each of these for its purposes without compensation or approval on the part of the contractor. The government shall have access to and the right to reproduce of the above mentioned items. Any proprietary and/or limited/restrictive rights data provided as an end product or component of an end item delivered under this contract shall be properly indicated as such in contract and task order proposals, in accordance with FAR 52.227-15, and shall be so marked upon delivery to the Government. Data, documents, and software delivered without marking shall be considered as delivered with unlimited data rights. The Contractor shall not mark data, documents, and software with limited/restrictive data rights unless it was developed at private expense.

H.4 NOTICE TO THE GOVERNMENT OF DELAYS (JUN 2008)

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the contract, the Contractor shall immediately notify (not longer than 3 days) the Contracting Officer and the COTR(s), in writing, giving pertinent details. Provision of such information shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

H.5 NON-DISCLOSURE OF INFORMATION (Mandatory Subcontractor Flow down)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract/Task Order, unless—

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract/Task Order and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of this contract/Task Order. In the performance of this contract/Task Order, the Contractor assumes responsibility for protection of the confidentiality of Government data and shall ensure that all work performed by its subcontractors shall be under the direction of the Contractor or the Contractor's responsible employees. Each officer or employee of the Contractor and any of its subcontractors to whom any Government data may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for that purpose and to the extent authorized herein. Further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

(d) The Contractor's procedures for protecting against unauthorized disclosure of information shall not require MCC employees or staff to relinquish control or access of their work products, whether classified or not, to the Contractor.

(e) The Contractor agrees to include a similar requirement in each subcontract or teaming arrangement under this contract/Task Order. Subcontractors/Team Partners shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(f) In addition, Compact information that is specific to a particular country (e.g. compact proposal and agreement information) shall not be disclosed to persons in another country by Contractor personnel during the course of this contract.

H.6 KEY PERSONNEL (JUN 2008)

The contractor shall provide resumes for key personnel if required for individual task orders. All personnel identified in a task order under this contract as key personnel are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the Contracting

Officer. Substitutions of key personnel shall be equal to or have greater qualifications than the personnel being replaced.

H.7 CONTRACTING OFFICER'S AUTHORITY (JUN 2008)

An MCC Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor affects any changes at the direction of any person other than the MCC Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price or schedule to cover any increase in costs incurred as a result thereof. The MCC Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, and/or modify any term or condition of the contract. The MCC Contracting Officer is the only individual who can legally obligate funds. No costs chargeable to the proposed contract can be incurred before receipt of a fully executed contract, IDIQ Task Order, modification or specific authorization from an MCC Contracting Officer.

H.8 TECHNICAL DIRECTION (JUN 2008)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), and any Government Project Monitors, (PM), who shall be specifically appointed, and responsibilities identified, by the Contracting Officer in writing in accordance with MCC policy. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract, and any resulting Task Order.

(b) The COTR/Government PM does not have the authority to, and shall not, issue any instruction purporting to be technical direction that—

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract/Task Order cost, the fixed fee (if any), or the time required for contract/Task Order performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract/Task Order; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract/Task Order.

(c) Technical direction may be oral or in writing; however, the COTR or government PM shall confirm oral direction in writing within five workdays.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR or PM in the manner prescribed by this clause and within the COTR's/PM's authority. If, in the Contractor's opinion, any instruction or direction by the COTR/PM falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 workdays after receiving it (either orally or in writing, whichever comes first) and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract/Task Order modification

within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is—

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract/Task Order and does not constitute a change under the changes clause of the contract/Task Order, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract/Task Order and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR/PM shall be at the Contractor's risk.

H.9 FACILITIES FOR TRAINING COURSES

The Contractor shall provide facilities, equipment, materials, and other approved related items for classroom instruction in a location that is within close proximity (as approved by the COTR/PM) and accessible to all trainees, including persons with disabilities. Facilities will be well-lighted and conducive to a learning environment, sanitary, and with the use of restroom facilities nearby. It is the policy of MCC that all meetings, conferences, and seminars be accessible to persons with disabilities. As such, the contractor/course instructors shall notify persons on the roster to privately identify persons with disabilities prior to the start of each training course, and reasonably accommodate the disabled person without disclosing but respecting his/her privacy regarding the disability. Accommodations for meetings, and seminars shall be accessible to the disabled.

H.10 TRAINING COURSES

To ensure adequate learning, instructors shall provide a 10-minute break after each 50 minutes of instruction. After 4 hours of training, a 30 minute break shall be provided for lunch. Instructors shall be knowledgeable of the subject, prepared for class, dressed professionally, and well groomed. Profanity and discriminatory remarks or gestures, of any kind, shall not be tolerated in training sessions. Training materials should have the MCC logo and agency name included. The Contractor shall contact the MCC Public Affairs office for official branding information and restrictions. The Public Affairs Office can be found at: <http://www.mcc.gov/press/index.php>

H.11 RESERVED

H.12 MAXIMUM CEILING AND MINIMUM GUARANTEE

The guaranteed minimum for this ID/IQ contract is \$2,500.00 per individual ID/IQ contract award. The maximum authorized under this ID/IQ contract is \$17,500,000.00 per individual ID/IQ contract awarded. In the event no task orders are issued under an individual ID/IQ contract during the contract period of performance, the contractor shall submit a request for payment of the minimum guarantee in writing to the Contracting Officer no more than 15 calendar days after the contract period expires. Failure to submit

the written request for payment to the Contracting Officer within that time period results in forfeiture of the minimum guarantee.

H 13. TASK ORDER PROCESS

In accordance with FAR 52.216-22, Indefinite Quantity, the Government will compete individual task orders for work within the scope of the basic ID/IQ contract among the multiple Capacity Building contractors using the Fair Opportunity guidelines in this contract. The contractor should review Section I, FAR 52.216-18 Ordering and FAR 52.216-19 Ordering Limitations.

A. Prior to issuing a task order, the Contracting Officer shall provide the each contractor with the following data:

- 1) A request for a task proposal from the Contractor to include a functional description of the work or statement of work identifying the objectives or results desired from the completed Task Order.
- 2) Identification of the type of Task Order contemplated (i.e. Task Orders issued under this ID/IQ contract shall be Time and Material or Firm Fixed Price Orders)
- 3) Deliverables and due dates
- 4) Period of Performance
- 5) Evaluation Criteria to assess proposals for award of the Task Order
- 6) Other information deemed appropriate for the successful completion of the Task Order requirements

B. Within ten (10) business days after receipt of the Contracting Officer's request, or other date if specified in the request for task proposal, each Contractor shall submit:

- 1) A technical proposal for the completion of work to include its technical approach,
- 2) Data rights for data to be provided
- 3) A project schedule for completion of individual tasks
- 4) Cost/Pricing using the labor categories and pricing in Section B, Table 1. New labor categories shall be identified separately and justified as to their need for inclusion. Materials shall be at cost, no fee and the applicable material handling/G&A rate applied. Travel shall be in accordance with FTR regulations. Airfare shall be refundable tickets.
- 5) Other items specified in the request for task proposal.

C. MCC will evaluate proposals received by the due date and time (reference FAR 52.215-1(c)(3)(i) regarding late submissions) using the evaluation criteria stated in the Task Order. The evaluation may be based on one or more technical factors such as corporate experience, personnel, or relevant past performance (from other contracts as well as ongoing or completion of earlier orders under this ID/IQ, and will include performance, quality, timeliness, and cost control). After evaluation and any necessary negotiations, the Contracting Officer will issue a Task Order to the winning Contractor.

D. Task Orders may only be issued by Contracting Officer. Each task order will carry a specific task order number which will be cited on each invoice for payment associated with services delivered under that task order. It is the contractor's responsibility to ensure that a proper invoice in accordance with G-3 and G-4 of this ID/IQ contract is submitted for each payment requested under a Task Order.

E. Individual task orders will clearly describe all services to be performed or supplies to be delivered so the full cost or price for the performance of the work can be established when the order is placed. Orders

will be within the scope, issued within the period of performance and be within the maximum ceiling of the contract. Only the Contracting Officer for the basic contract may modify the basic contract to change the scope, period or maximum ceiling.

F. No separate payment will be made to the contractor for the cost to prepare, submit and/or negotiate a task order proposal.

G. The Contractor shall not commence work until authorized by the Contracting Officer (CO).

H.14 FAIR OPPORTUNITY TO COMPETE FOR TASK ORDER AWARD

H.14.1 Fair Opportunity – General

Each Contractor that is awarded an ID/IQ contract for the same services shall be afforded a fair opportunity to be considered for each task order (also referred to as “order) exceeding \$3,000 issued unless one of the exceptions described in paragraph H.14.2 Fair Opportunity Exceptions, applies. The requirement to provide Fair Opportunity may be met by review of contractor capabilities or evaluation of response to any request for quote.

H.14.2 Fair Opportunity Exceptions

All Contractors will be given a fair opportunity to be considered for task orders over \$3,000, unless the CO determines that one of the following statutory exceptions applies:

- 1) The MCC need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
- 2) Only one awardee is capable of providing the supplies or service required at the level of quality required because the supplies or services ordered are unique or highly specialized;
- 3) The order must be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order;
- 4) The order is placed to satisfy contract minimum award obligations.

H.14.3 Ombudsman

If a Contractor believes its organization has not been fairly considered for a particular task order, it may present the matter to the CO. If the Contractor disagrees with the CO’s explanation or decision, they may request a review of the CO’s decision from the MCC’s task-order Ombudsman. The Ombudsman is responsible for reviewing complaints from contractors, collecting facts from the CO relevant to the complaint, and ensuring that all contractors are afforded a fair opportunity to be considered under multiple award contracts. The Ombudsman does not have the authority to overturn award decisions or adjudicate formal contract disputes.

The Ombudsman may be reached at the following address:

Millennium Challenge Corporation
Attn: Mr. Mike Casella
875 15th Street, N.W.
Washington, D.C. 20005

H.15 ALTERNATE DISPUTE RESOLUTION

Alternate Dispute Resolution (ADR) procedures increase the opportunity for relatively inexpensive and expeditious resolution of issues in controversy. These procedures may be used at any time that the Contracting Officer has authority to resolve the issue in controversy. If the Contractor submits a claim, ADR procedures may be applied to all or part of the claim. The Contractor must certify its claim in accordance with FAR 33.207. When ADR procedures are used after the issuance of a Contracting Officer's final decision, the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision are not altered.

H.16 – PERSONNEL QUALIFICATIONS

Attachment J.2 (to be proposed and incorporated by reference) contain the minimum qualifications each awardee has proposed to be provided for billing of each Labor Category in Section B, Table 1. These minimum qualifications will be used as consideration in evaluation of the ID/IQ contract and for evaluation of task orders issued under this contract. The minimum qualifications shall include both educational and experience minimums per labor category. Personnel performing work but not meeting the minimum qualifications for a specific labor category shall not be billed at that labor category. Any requests for one-time deviation shall be forwarded to the Contracting Officer for approval prior to incurrence of cost. COTR's do not have authority to permit deviations.

H.17 CONTRACT AND TASK ORDER LABOR RATES

The contractor is required to separately identify all subcontractors, divisions, subsidiaries, or affiliates included in a blended labor rate (i.e. Section B, Table 1).

H.18 MCC 52.203-70 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT (JAN 2006)

Work under this contract may call for the Contractor to furnish important services in support of the design or feasibility of specific activities that may become part of a Millennium Challenge Corporation (MCC) Compact. In accordance with the principles of FAR Subpart 9.5, THE CONTRACTOR MAY BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE; THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER THIS CONTRACT. If a determination is made that the contractor is ineligible for implementation services, the MCC Director of Procurement may authorize a waiver (in accordance with FAR 9.503) if the Director determines that preclusion of the Contractor from the implementation contract would not be in the Government's best interest.

H.19 - ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (FAR 9.501)

(a) Task orders under this contract may call for the Contractor to furnish important services in support of evaluation of contractors or of specific activities. In accordance with the principles of FAR Subpart 9.5, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY

CONTRACT OR TASK ORDER THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN AN EVALUATION REPORT WRITTEN BY THE CONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF MCC'S ACCEPTANCE OF THE EVALUATION REPORT, unless the Head of the Contracting Activity authorizes a waiver (in accordance with FAR 9.503) determining that preclusion of the Contractor from implementation work would not be in the Government's best interest.

(b) In addition, BY ACCEPTING THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL NOT USE OR MAKE AVAILABLE ANY INFORMATION OBTAINED ABOUT ANOTHER ORGANIZATION UNDER THE CONTRACT IN THE PREPARATION OF PROPOSALS OR OTHER DOCUMENTS IN RESPONSE TO ANY SOLICITATION FOR A CONTRACT OR A TASK ORDER.

(c) If the contractor gains access to proprietary information of another company (ies) in performing this evaluation, the contractor must agree with the other company(ies) to protect their information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it was furnished. THE CONTRACTOR MUST PROVIDE A PROPERLY EXECUTED COPY OF ALL SUCH AGREEMENTS TO THE CONTRACTING OFFICER.

H.20 U.S. LANGUAGE AND U.S. CURRENCY

Unless specified in a specific task order, all deliverables/documents, and proposal submissions, shall be provided to the Government in the English language. In addition, all cost or pricing and invoicing information provided under this contract, including task orders, shall be in U.S. Dollars. It is incumbent on the contractor to ensure translation, and currency conversion, have transpired effectively.

H.21 FOREIGN TAXES, FEES, INSURANCE, BENEFITS

The pricing provided in the basic ID/IQ and each task order is inclusive of any foreign taxes, fees, insurance, and other required benefits required by a specific country for performance of work in that country or by local hires. The contractors shall ensure that taxes, fees, insurance, benefits exempt by international agreements are not included in the pricing of this ID/IQ or Task Orders issued. A full refund for inclusion of exempted items will be provided by the contractor within 30 days from discovery. The contractor shall notify the CO within 3 days of its discovery.

H.22 CONTRACTS WITH FOREIGN GOVERNMENTS OR INTERNATIONAL ORGANIZATIONS.

Requests by, or for the benefit of, foreign governments or international organizations must be approved by the HCA. The HCA shall determine the amount of cost to be recovered or rental charged, if any, based on the facts and circumstances of each case.

H.23 REPORTING REQUIREMENTS

(a) When information on contract performance status is needed, Contracting Officers/COTRs may require contractors to submit status/progress reports on a monthly basis. Reporting requirements shall be limited to that information essential to Government needs and shall take maximum advantage of data output generated by contractor management systems.

(b) The COTR shall review and verify the accuracy of contractor reports and advise the Contracting Officer of any required action. The accuracy of contractor-prepared reports shall be verified either by a program of continuous surveillance of the contractor's report-preparation system or by individual review of each report.

(c) The COTR may at any time initiate a report to advise the Contracting Officer of any potential or actual delay in performance, or cost overrun. This advice shall --

- (1) Be in writing;
- (2) Be provided in sufficient time for the Contracting Officer to take necessary action; and
- (3) Provide a definite recommendation, if action is appropriate.

H.24 MCC SUBCONTRACTING GOALS (Not Applicable to Small Business)

The Prime Contractor shall provide the maximum possible subcontracting opportunities for small business participation in the performance of this contract. Included in this definition of small business is small business, veteran-owned service disabled small business, Hubzone small business, small and disadvantaged business, and woman-owned small business. MCC's goals for each are: small – 30%; small and disadvantaged business - 5%; Hubzone – 3%; woman-owned small business – 5%; and veteran-owned service disabled small business– 3%.

(End of Section)

SECTION I SECTION I – CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. The full text of these clauses may be accessed electronically at these internet addresses: <http://acquisition.gov> and <http://www.gsa.gov>.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEPT 2007
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2007
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS—NEGOTIATION	JUN 1999

52.215-2	AUDIT AND RECORDS—NEGOTIATION, ALT II (Applicable Only to States, Local Governments, and Nonprofit Organizations)	APR 1998
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA MODIFICATIONS	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215.21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT Change Para A(1) from FAR SubPart 31.2 to: SubPart 31.3 for Educational Institutions; to SubPart 31.6 for State or local government; and to SubPart 31.7 for nonprofit organization. Fill-in for Para A(3) is “30 days”	DEC 2002
52.216-29	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION Delete Para(s) C(2) and C(3)	FEB 2007
52.217-8	OPTION TO EXTEND SERVICES Fill-in is “15 days”	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT Fill-in(s) for Para. A “the contract period of performance”; and “20 days” Fill-in for Para C “5 years, 6 months”	MAR 2000
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004

52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN AND ITS ALT II (OCT 2001)	APR 2008
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN 1999
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION	JUN 2007
52.222-3	CONVICT LABOR	JUN 2003
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITIES FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETRANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-8	DUTY-FREE ENTRY	FEB 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007

52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-3	PATENT INDEMNITY AND ITS ALT II (Fill-in for Alt II: Foreign Patent Infringements	APR 1984
52.227-14	RIGHTS IN DATA--GENERAL AND ITS ALTERNATE II, III, V	DEC 2007
52.227-17	RIGHTS IN DATA-SPECIAL WORKS	DEC 2007
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE AND LOCAL TAXES	APR 2003
52.229-6	TAXES -- FOREIGN FIXED-PRICE CONTRACTS	JUNE 2003
52.229-7	TAXES -- FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (Fill-ins: For all fill-ins for Para (b) and Para. (c): "all applicable Governments/Countries"	JAN 1991
52.229-8	TAXES -- FOREIGN COST-REIMBURSEMENT CONTRACTS (Fill-ins: For all fill-ins for Para (a) "all applicable Governments/Countries"	MAR 1990
52.229-9	TAXES -- COST-REIMBURSEMENT CONTRACTS WITH FOREIGN GOVERNMENTS (Fill-ins: For all fill-ins for Para (a) "all applicable Governments/Countries"	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	APR 1984
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	AUG 1992
52.230-5	COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTION	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR 2008
52.232-1	PAYMENTS	APR 1984
52.232-7	PAYMENTS UNDER TIME AND MATERIALS AND LABOR-HOUR CONTRACTS	FEB 2007
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
MCC-08-0111-RFP-42		Page 42 of 89

52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (Fill-ins: Fiscal Year 2009)	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.233-1	DISPUTES AND ITS ALT I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES -- FIXED PRICE (Applicable to FFP TO's) AND ITS ALT II (APR 1984)	AUG 1987
52.243-2	CHANGES—TIME-AND-MATERIALS OR LABOR HOUR (Applicable to T&M TO's)	SEPT 2000
52.244-2	SUBCONTRACTS AND ITS ALT I	JUN 2007
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-25	LIMITATION OF LIABILITY- SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS	FEB 2006
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) WITH ITS ALT II (SEP 1996)	MAY 2004
52.249-6	TERMINATION (COST-REIMBURSEMENT) WITH ITS ALT IV OR V (SEP 1996) (AS APPLICABLE)	MAY 2004

52.249-8	DEFAULT(FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2. FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through expiration including options thereof.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 FAR 52.216-19 ORDERING LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$5,000,000.00;
- (2) Any order for a combination of items in excess of \$10,000,000.00; or
- (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for supplies or services specified, and effective for the

period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimated only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the date specified in the Task/Delivery Order.

I.5 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.6 MCC 52.242-70 CONTRACTOR PERFORMANCE SYSTEM (CPS) REGISTRATION (FEB 2006)

The Millennium Challenge Corporation (MCC) is using the National Institutes of Health (NIH) Contractor Performance System (CPS) to evaluate contractor performance (see FAR, Subparts 42.1502 and 42.1503). Contractors doing business with MCC are required to register in the NIH CPS accessible via the Internet at: <https://cpscontractor.nih.gov>. Inquiries regarding the registration process should be addressed to the NIH CPS help desk. The email address is cps-support-1@list.nih.gov and the telephone number is (301) 451-2771. Not registering in the NIH CPS system can affect MCC's ability to exercise contract options.

I.7 LEVEL OF SECURITY CLEARANCE (Mandatory Subcontractor Flow down)

Contractor personnel working under this contract shall hold a Public Trust clearance obtained through a Public Trust National Agency Checks with Law and Credit (NACLC) investigation, as required by Contract or Task Order work performance.

I.8 REMOVAL OF CONTRACTOR'S EMPLOYEES (Mandatory Subcontractor Flow down)

The Contractor agrees to use only experienced, responsible, and capable people to perform the work. The Contracting Officer may require that the Contractor remove from the job, employees who endanger persons or property, or whose continued employment under this contract is inconsistent with the interest of the MCC mission or security.

I.9 MCC52.204-71 SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL (MAR 2006) (Mandatory Subcontractor Flow down)

Contractor employees and/or subcontractor personnel, while on MCC premises, shall be subject to and abide by all safety and security regulations of the MCC and shall be required to meet the same personnel security background requirements as MCC employees as outlined in MCC policies and procedures.

A. Contractor Personnel Facility Access Requirements (including offsite MCCNet access)

Contractor personnel hired to work under contracts awarded by Millennium Challenge Corporation (MCC) and require access to MCC Headquarters, MCCNet, Sensitive But Unclassified (SBU), Foreign Government Information (FGI) or other MCC-Sensitive information shall be U.S. citizens or have permanent resident status. Contractor personnel will undergo screening (background investigation) for this access. The screening will determine the individual's suitability and fitness for work under MCC contracts. The background investigation will consist of a National Agency Checks with Law and Credit (NACLC) for public trust positions. Permanent Residents must have been in the country for a sufficient amount of time for the investigation results to be meaningful, usually five (5) but a minimum of two (2) years.

Contractor is required to have all effected personnel execute appropriate security forms (SF 85P, Fingerprint Charts, Releases) and submit to MCC's Security Office before access to the facility or MCCNet is approved. Contractor personnel may work under the contract while the background investigation is being conducted. MCC Security Office will provide the necessary forms to the contractor. (Also see "Contract Award" below.)

Contractor personnel for whom unfavorable or derogatory information has been developed during the background investigation process will be presented to the person by MCC's Security Office and offered an opportunity to refute, explain, clarify or mitigate the information in question. If an ineligibility determination is made by MCC's Security Office, the individual will be ineligible to further render services under the contract and access to the facility and/or MCCNet will be immediately terminated.

The ineligibility decision will be communicated by the MCC Security Office through the Contracting Officer and COTR to the contractor. The specific reasons for the ineligibility determination will be made available only to the effected individual directly by the MCC's Security Office.

MCC will honor a previous investigation meeting or exceeding the MCC required investigation standard (NACLC) that was completed within the previous two years. Contractor personnel may be required to submit updated security forms.

B. Contract Employees Not Requiring Facility, MCCNet, or Sensitive Information Access

Contractor personnel hired to work under this contract awarded by Millennium Challenge Corporation (MCC) and do not require access to MCC Headquarters, shall be U.S. citizens or have permanent resident status. The contractor must provide to MCC's Security Office the full name, date of birth, place of birth, social security number and home address. MCC may use this information to screen contractor personnel through various government databases to determine their suitability and fitness for work under MCC contracts. Additional forms and background information may be requested to verify their suitability. Contractor personnel may work under the contract while the background investigation is being conducted.

Contractor personnel on whom unfavorable, derogatory or questionable information has been developed will be given an opportunity to refute, explain, clarify or mitigate the information with MCC's Security Office. If an ineligibility determination is made by MCC's Security Office, the individual will be ineligible to further render services under the contract.

The ineligibility decision will be communicated by the MCC Security Office through the Contracting Officer and COTR to the contractor. The specific reasons for the ineligibility determination will be made available only to the effected individual directly by the MCC's Security Office.

C. Contractor Personnel Security Clearance Requirements

The number of contractors cleared for access to classified information will be kept to a minimum, based on operational needs requiring the individual to access classified information or systems. The level of access approved will relate directly to the level of classified information the individual has a need to access.

1. Personal Service Contractors and Independent Contractors. MCC is responsible for security clearance actions associated with individuals who are directly compensated by MCC. MCC will request investigations and grant as appropriate, security clearances for Personal Service Contractors and independent contractor (including purchase orders) with individuals where MCC makes payment directly to the individual. The level of investigation and clearance granted will be based on the duties performed as compared with the position of an MCC employee in a similar position.

Contractor is required to execute appropriate security forms (SF 86, Fingerprint Charts, Releases) and submit to MCC's Security Office before access to the facility or MCCNet is approved. Contractor may work under the contract while the background investigation is being conducted. MCC Security Office will provide the necessary forms to the contractor and process the background investigation and approve the clearance.

2. Secure Contract Classification. Classified contracts, grants, and cooperative agreements with organizations must comply with the National Industrial Security Program (NISP). Under the provisions of NISP, the Defense Security Service (DSS) will investigate and adjudicate security clearances required for contractor employees to have access to classified information. Organizations (contractors and recipients) and their employees not currently participating in the National Security Industrial Program (NISP) and wishing to conduct classified business with MCC must be sponsored by MCC, another agency, or by company that has been previously cleared. Once the secure contract is awarded, MCC

Contracting Officer, in consultation with MCC's Security Office, will be responsible for completing the Department of Defense Contract Security Classification Specification, DD Form 254.

D. Exceptions to Investigations Requirements

Contractors are exempt from investigative requirements when working in temporary low risk positions that are intermittent and when not working on an MCC contract in excess of 180 days in either a single assignment or a series of assignments. Low risk positions involve duties and responsibilities of limited impact on an agency or program mission, with potential for limited impact on the efficiency of the service. Persons occupying these positions will not have unescorted access to the Department of State or its Embassies, Sensitive But Unclassified, Foreign Government Information, MCC-Sensitive information, or require logon access to MCC's computer information network.

E. Issuing MCC Access Badges

MCC Access Badges are issued by the Security Office to new employees, and personal service contractors and other contractors with permanent duty station assignment at MCC Headquarters. Requirements before being issued a badge include submission of required security forms for processing a security clearance or facility access, and mandatory attendance at an MCC security briefing. Security briefings are scheduled on the first business day of the pay period and alternate weeks as determined by MCC's Human Resources, and are generally held from 8:45 to 10:00 am. MCC Visitor Badges (escort not required) are temporarily assigned by the Security Office immediately after these requirements are met, pending processing of MCC Photo-Identification Badges.

Contractors with the appropriate level background investigation and who are United States citizens may be eligible for 24/7 access to MCC headquarters. Foreign national with the appropriate level background investigation and issuance of an MCC Access Badge, will only be provided unescorted access during regular business hours (Monday through Friday, 7:30 am to 6:30 pm, excluding holidays and other MCC closings).

Contractor employees who have not submitted the required security forms and attended the MCC security briefing will not be issued MCC Access Badges and their access to MCC headquarters will require them to have an appointment and be escorted at all times while in MCC headquarters.

F. Contract Award

Within two (2) business days after notice of award from the Contracting Officer, contractor shall provide a listing of all personnel (and subcontractor personnel) working under the contract (unless otherwise stated in the contract) including the information and documentation required herein. This requirement does not include clerical or administrative support staff (unless otherwise stated in the contract).

The listing shall include individual's full name, date of birth, place of birth, social security number and home address. This listing shall state whether or not the individual will need a security clearance, MCC facility access, access to non-classified sensitive information, MCC Net access, or no access privileges. In addition, the contractor will provide a central point-of-contact regarding personnel security issues. The Contracting Officer will send a copy of the listing and point-of-contact to the MCC Security Office. It is the MCC Security Office's responsibility to furnish the necessary form and initiate appropriate security action with the contractor's point-of-contact. Once the forms have been provided to the contractor and/or employee, it is the contractor's responsibility to assure that all requested information is submitted within ten (10) business days.

SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT NUMBER</u>	<u>TITLE</u>	<u>NUMBER OF PAGES</u>
J.1	CONTINUATION OF SECTION B, TABLE 1, LABOR RATES	TBP
J.2	MINIMUM QUALIFICATIONS FOR SECTION B, TABLE 1 LABOR RATES (See H.16 Personnel Qualifications and Attachment J.6 below)	TBP
J.3	TASK ORDER #1: “Procurement Training for Malawi for Compact Development”	#
J.4	TASK ORDER #2: “Program Management Training for Multiple Countries for Compact Implementation”	#
J.5	PRICING TEMPLATE FOR ID/IQ AND TASK ORDERS	Electronic format
J.6	SAMPLE OF MINIMUM QUALIFICATIONS FOR PREPARING ATTACHMENT J.2	5

NOTE: ATTACHMENTS J.3 AND J.4 WILL BE ADDED BY AMENDMENT

**SECTION K
REPRESENTATIONS AND CERTIFICATIONS**

K.1 SMALL BUSINESS SIZE STANDARD AND NAICS CODE

(1) The North American Industry classification System (NAICS) code for this acquisition is 611430, Educational Services, Professional and Management Development Training.

(2) The small business size standard is \$6.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 REPRESENTATIONS AND CERTIFICATIONS (SPECIFIC ACQUISITION)

The contractor shall complete the representations and certifications below and submit along with its offer, if the contractor has not submitted its annual representations and certifications in ORCA and the provisions of FAR 52.204-8 (b)(2)(ii) applies, or if the contractor has submitted its annual representations and certifications in ORCA and any changes need to be provided by the offeror which have not been included in the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

REPRESENTATIONS AND CERTIFICATIONS

RFP # MCC-08-0111-RFP-42

COMPANY NAME: _____

NAME OF AUTHORIZED COMPANY OFFICIAL: _____

SIGNATURE: _____ Date: _____

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Sep 2007)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) *Definitions.* As used in this provision--

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.]

(3) Taxpayer Identification Number (TIN).

_____ TIN:_____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government;

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____.

(5) Common parent.

_____ Offeror is not owned or controlled by a common parent:

_____ Name and TIN of common parent:

 Name _____

 TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it _____ is, _____ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it _____ is, _____ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it _____ is, _____ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it _____ is, _____ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it _____ is, _____ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it _____ is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]*
The offeror represents as part of its offer that it _____ is, _____ is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).]*
Offeror represents as follows:

(A) Offeror’s number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror’s average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million

101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It _____ is, _____ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It _____ has, _____ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It _____ is, _____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It _____ is, _____ not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246 --*

(1) Previous contracts and compliance. The offeror represents that --

(i) It _____ has, _____ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It _____ has, _____ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

--	--

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) _____ Are, _____ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) _____ Have, _____ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) _____ Are, _____ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [] Outside the United States.

(k)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and

certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(End of Provision)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The full text of these clauses may be accessed electronically at these internet addresses: <http://acquisition.gov> and <http://www.gsa.gov>.

CLAUSE	TITLE	DATE
52.214-34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN US CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITIONS	JAN 2004
52.222-24	PREAWARD ON SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.232-13	NOTICE OF PROGRESS PAYMENTS	APR 1984
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

L.2 FAR CLAUSES INCORPORATED IN FULL TEXT

L.2.1 52.233-2 SERVICE OF PROTEST (AUG 1996)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Millennium Challenge Corporation
Kathy Spainhower, Contracting Officer
875 15th Street, N.W.
Washington, D.C. 22303

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.3 TYPE OF CONTRACT

In accordance with Clause H.1” Type of Contract”, the Government contemplates award of multiple Indefinite Delivery, Indefinite Quantity (IDIQ) type contracts. Individual task orders shall be issued on a time and material or firm fixed price basis in accordance with the Fair Opportunity clauses in Section H.

L.4 GENERAL INSTRUCTIONS

L.4.1 GENERAL

(a) This section provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested and must be submitted in accordance with these instructions, and FAR 52.215-1. The Offeror shall be compliant with the requirements as stated in the RFP, Statement of Work, and associated attachments. Non-conformance to these instructions may result in an unfavorable proposal evaluation.

(b) The proposal shall be clear and concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal shall not simply restate or rephrase the Government's requirements, but rather provide convincing rationale to address how the Offeror intends to meet the requirements of the solicitation. Offerors shall assume that the Government has no prior knowledge of their capabilities and experience, and the Government will base its evaluation on the information presented in the Offeror's proposal.

(c) In compliance with FAR Subpart 4.8 (Contract Files) the Government will retain one copy of all unsuccessful proposals. All extra copies will be destroyed.

L.4.2 POINT OF CONTACT

The Contracting Officer (CO) is the point of contact for this acquisition. Address any and all questions or concerns in writing to the CO.

Millennium Challenge Corporation
Attn: Ms. Kathy Spainhower, Contracting Officer
875 15th Street, N.W.
Washington, D.C. 20005
Phone: (202) 521-2682
E-mail: spainhowerk@mcc.gov

L.4.3 DISCREPANCIES

If an Offeror believes that the requirements in these instructions contain an error or omission, or are otherwise unsound, the Offeror shall immediately notify the CO in writing with supporting rationale. The Offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions.

L.4.4 PROPRIETARY INFORMATION

Information deemed by the Offeror to be proprietary shall be clearly marked as proprietary information and, where possible, shall be separated and provided in separate sealed envelopes for each technical proposal and price/cost proposal. Proposals submitted in response to this solicitation will not be returned. The Government will destroy any extra copies under proper security procedures.

L.4.5 PERIOD OF VALIDITY

The proposal shall be valid for 180 days from the closing date for receipt of proposals. The Offeror shall
MCC-08-0111-RFP-42

make a clear statement that the proposal is valid for the specified amount of time in the proposal.

L.4.6 PROPOSAL SUBMISSION AND DUE DATE

Offerors shall submit an original and five (5) copies of the complete proposal, in hard copy and one (1) electronic copy (MS-compatible), to the address listed in Paragraph L.4.2 “Point of Contact” above not later than 2:00 p.m. Eastern Standard Time (EST) on August 4, 2008.

Facsimiles and email are not authorized and will not be accepted.

Instructions for Courier or Hand delivered proposals:

Hand delivered proposals shall be submitted by the due date and time to 875 15th Street, N.W., Washington D.C. Offerors are instructed to request the guard in the lobby at 875 15th Street, N.W., Washington, DC to please call: 202-521-3600 Millennium Challenge Reception, and tell them that proposals for Kathy Spainhower are being delivered. Offerors or couriers will then be allowed to deliver proposals to the Second (2nd) Floor MCC Receptionist.

L.4.6.1 QUESTIONS RESULTING FROM THE RELEASE OF THE RFP

Please submit all questions regarding this solicitation not later than noon (EST) on July 7, 2008 via email to spainhowerk@mcc.gov. All questions shall be submitted in writing. Responses to questions will be posted to the Federal Business Opportunities (FBO) website at <http://www.fbo.gov> under this RFP #MCC-08-0111-RFP-42. All solicitation information and amendments will be posted to the FBO website.

L.4.7 PROPOSAL FORMAT AND SUBMISSION INSTRUCTIONS

L.4.7.1 GENERAL

(a) Offerors are cautioned that the quality of their proposal and adherence to solicitation response requirements and/or restrictions are considered reflective of the manner in which the Offeror could be expected to perform services and will be given due consideration throughout the evaluation process.

(b) Markings Offerors shall submit an original and five (5) copies of Volumes I-II, and two (2) copies of Volume IV. The “original” volume shall be clearly identified. Each volume shall be in English and marked with solicitation number, title and Offeror's name.

(c) Page Size and Form Page size shall be 8 ½ by 11 inches for both portrait and landscape formats. Landscape pages may be used only for large tables, charts, graphs, and diagrams, not for pages of text. Page size 11 by 17 inches may only be used for tables, figures/diagrams, illustration/drawings and maps. Pages sized 11 by 17 inches will be counted as two pages. Text shall be single-spaced, in Times New Roman 11/12-point font size. A font size of 10 point may be used for tables, captions, matrices, maps, and header and footer information. Use at least 1-inch margins on the top and bottom and 1-inch side margins. Pages shall be numbered sequentially by volume.

(d) Binding and Labeling Each volume of the proposal should be separately bound in a three-ring loose-leaf binder, which shall permit the volume to lie flat when open. Staples shall not be used. Each book shall be clearly marked as to volume number, title, copy number, solicitation number and the Offeror's

name. The same identifying data should be placed on the spine of the binder. Be sure to identify appropriate markings such as the legend at FAR 52.215-1(e), Restriction on Disclosure and Use of Data.

(e) *Electronic Media* Offerors shall submit an electronic copy of their entire proposal on a single CD-ROM or USB. The data shall be in MS Word and/or Excel 2003 format. PDF versions are not acceptable. Downloaded data to application specific files should contain the formulas and/or computations for developing each amount. No password-protected, zipped, or self-extracting files shall be used. Each Offeror shall provide virus free CDs or USBs and shall certify that they are virus free. Be sure to identify appropriate markings such as the legend at FAR 52.215-1(e), *Restriction or Disclosure and Use of Data*.

L.4.7.2 ORGANIZATION/NUMBER OF COPIES/PAGE LIMITS

The Offeror shall prepare the proposal as set forth in Table L-1 below. The titles and contents of the volumes should be as defined in Table L-1, all of which shall be within the required page limits and with the number of copies as specified in the table. Note: Offerors should be cautioned that the Government will not evaluate any information beyond the maximum page limits specified in Table L-1. The Government will remove extra pages and/or stop reviewing information once the maximum page limit is reached. The Government will review the information as it appears in each Volume starting at Page 1 until the maximum page limit per Volume specified is reached. The volumes identified in the table should be separately bound in three-ring loose-leaf binders. The content of each proposal volume is described in the paragraph as noted in the table (L-1) below:

TABLE L-1 – PROPOSAL ORGANIZATION

VOLUME	SECTION L PARAGRAPH #	TITLE	MAXIMUM PAGE LIMIT
I	L.5.1.1 and L.6	Technical Capability and Soundness of Approach (IDIQ) Proposal	40 pages*/**
II	L.5.1.2 and L.7	Technical Capability and Soundness of Approach Proposal for Attachment J.3, Task Order 1	20 pages**
III	L.5.1.3 and L.8	Technical Capability and Soundness of Approach for Attachment J.4, Task Order 2	20 pages**
IV	L.5.1.4, and L.9	Combined Past Performance and Business/Price Proposal	3 pages for past performance for the prime; 2 additional pages total for subs/team partners; no page limit for price

***Volume I may include a 2-page cover letter, and table of content, both of which are excluded from the maximum page limits specified in Table L-1**

****Volume I, II and III resumes of Key Personnel are excluded from the maximum page limits specified in Table L-1.**

L.5 VOLUME I – TECHNICAL CAPABILITY AND SOUNDNESS OF APPROACH

The Technical Proposal Volume should be specific and complete. Legibility, clarity, thoroughness and coherence are very important. Your responses will be evaluated against the factors defined in Section M. By your proposal submission, you are representing that your firm will perform all the requirements specified in the solicitation. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

L.5.1 PROPOSAL ORGANIZATION

L.5.1.1 Volume 1 -- Technical Capability and Soundness of Approach shall be organized as follows:

Introduction: Executive Cover Letter (copy)
Introduction: Table of Contents
Section 1. SubFactor 1: Demonstrated Technical Management and Capability to Perform the Full Scope of the Requirements Using Best Practice Procedures
Section 2. SubFactor 2: Demonstrated Capability Working with Developing Countries
Section 3. Section B, Table 1 and Attachment J.2, Minimum Qualifications for Labor Categories
Section 4. Existing Course Offerings, Descriptions, Lengths, Pre-Requisites, and Data Proposed with less than Unlimited data rights, if any (See FAR 52.227-15)

L.5.1.2 Volume II – Attachment J.3, Task Order 1 shall be organized as follows:

Section 1: Factor 1:
Section 2: Curriculum Vitae for Key Personnel and Descriptions of Ongoing Work

L.5.1.3 Volume III – Attachment J.4, Task Order 2 shall be organized as follows:

Section 1: Factor 1:
Section 2: Curriculum Vitae for Key Personnel and Descriptions of Ongoing Work

L.5.1.4 Volume IV – Combined Past Performance and Business/Price

Introduction: Executive Cover Letter (original)
Section 1: Past Performance References
Section 2: Signed SF 33 and Required solicitation fill-in sheets
Section 3: Signed and Completed Representations and Certifications or Copy of ORCA Certification
Section 4: Subcontracting Plan (if applicable)
Section 5: IDIQ Pricing
(a) Attachment J.2 Labor Category Descriptions for Section B, Table 1 and Atch J.1 Continuation Labor Descriptions
(b) Section B, Table 1 and Attachment J.1 Labor Rates
Section 6: Task Order Pricing
(a) Attachment J.3, Task Order 1 Pricing

Section 7: (b) Attachment J.4, Task Order 2 Pricing
Attachment J.5, Completed Electronic Pricing Templates and Electronic Copies of the Proposal (Volumes 1-IV)

L.6 VOLUME I - TECHNICAL CAPABILITY AND SOUNDNESS OF APPROACH (IDIQ)

Using the Proposal Organization criteria in Paragraph L.5.1.1, the Offeror shall demonstrate its understanding and its organization's qualifications to support MCC and its requirements, as defined within this solicitation. Offerors shall describe your technical/administrative and financial resources, and capacity to perform the activities described in this RFP, including capability of teaming/subcontracting resources, if proposed. Offerors shall describe its organization specific to this acquisition, the experience, expertise, and qualifications of key personnel and the quality and relevancy of your corporate experience as it relates to the proposed effort.

L.6.1 Volume I, Section 1: SubFactor 1: Demonstrated Technical Management and Capability to Perform the Full Scope of the Requirements Using Best Practice Procedures

Offerors should provide sufficient information to demonstrate capabilities in the following areas

- a. Demonstrated capability for the full spectrum of training design and delivery capability including experience and expertise in: conducting training needs assessments, curriculum development, training delivery, logistical ability, and short term technical support to augment training.
- b. Demonstrated capability in the ten (10) identified Areas of Focus (Section C.3.3): Offerors should demonstrate in-depth subject matter expertise and experience in each of the areas of focus including experience in designing, implementing and delivering programs (training or technical support) in each of the designated areas for audiences similar to those targeted under this contract.
- c. Demonstrated capabilities with specific methodologies, approaches, courses and/or other experiences and examples within each area of focus and in the more general category of training design and delivery.
- d. Demonstrated ability to recruit, provide, and retain qualified staff (e.g. subject matter experts) in the multiple international locations while supporting multiple IDIQ Task Orders. Offerors should identify key personnel, to include resumes, for the performance and management of the IDIQ effort. The Offeror shall provide convincing proof that it has, or has the ability to obtain, and retain, personnel with relevant experience and technical expertise required to perform the tasks described in the Statement of Work.
- e. Proposed organizational structure and any teaming partners/subcontractor relationships to determine how the proposed arrangements demonstrate the breadth and depth of capabilities necessary to effectively perform the requirements described in this solicitation. Offerors should demonstrate a cohesive team with clear lines of authority and communication.
- f. Demonstrated Capacity to quickly expand into other potential focus area, and new countries. Offerors should demonstrate other technical areas of focus in which they are

able to provide capacity building services. Offerors should demonstrate specific resources/alliances they currently have or can obtain to quickly to extend their services into new areas of focus and new countries. Networking resources, existing resources, NGO alliances, other alliances, etc should be highlighted.

L.6.2 Volume 1, Section 1, Subfactor 2. Demonstrated Capability working with Developing Countries.

Offerors should demonstrate experience working in developing countries. Offerors should demonstrate specific experience in the countries currently listed for MCC assistance (as listed in Section C, Annex 1) and others. Offerors should identify experience conducting training in developing countries in topics identical to or very similar to those listed in the areas of focus (Section C.3.3) of this RFP. MCC will assess capacity building experience in developing countries, and relevance of country experience to the compact eligible countries MCC is focusing on with this RFP. The Offeror should provide its experience and capabilities on how it has partnered with local entities to support capacity building and specific actions the Offeror has pursued to ensure that capacity improvements are sustained.

L.6.3 Volume 1, Section 2, Attachment J.2, Minimum Qualifications for Labor Categories

Provide a functional description for each labor category identified in Section B, Table 1, Column (b) and the continuation of any proposed labor rates identified in Attachment J.2 of the RFP. If there is a labor category in Column (a) and the Offeror has proposed a corresponding category in Column (b), the Offeror shall include both in its Attachment J.2 (e.g., Column (a) Administrative Assistant I/Column (b) Secretary I). This description shall include minimum qualifications, (i.e., experience, functional responsibility, and education). Include this same document in Volume IV, IDIQ Pricing Section 5(a) for the IDIQ rate comparison (See Paragraph L.9.3). An example of what MCC anticipates to be provided by each Offeror is included in Attachment J.6

L.7 VOLUME II - TECHNICAL CAPABILITY AND SOUNDNESS OF APPROACH FOR ATTACHMENT J.3, TASK ORDER 1

Using the Proposal Organization criteria in Paragraph L.5.1.2, see Attachment J.3, Task Order 1 for the instructions on submittal of information for this requirement. Task Orders will be awarded separately, with their own identifying Task Order number.

L.8 VOLUME III - TECHNICAL CAPABILITY AND SOUNDNESS OF APPROACH FOR ATTACHMENT J.4, TASK ORDER 2

Using the Proposal Organization criteria in Paragraph L.5.1.3, see Attachment J.4, Task Order 2 for the instructions on submittal of information for this requirement. Task Orders will be awarded separately, with their own identifying Task Order number.

L.9 VOLUME IV – COMBINED PAST PERFORMANCE AND BUSINESS/PRICE

Using the Proposal Organization criteria in Paragraph L.5.1.4 the Offeror shall provide its Volume IV as follows:

L.9.1 Volume IV, Section 1, Past Performance References

(a) The Government will focus on the past or present work of each Offeror and its project's similarity to this requirement, on the Offeror's ability to meet cost and schedule requirements while maintaining high standards of performance, and on the contractor's success in resolving problems.

(b) Performance shall be evaluated for projects completed within three years from the date of the issuance of this solicitation or which are currently in process; which are of similar size, scope, complexity, contract type, or, which are, in any way, relevant to the effort required by this solicitation. These examples of past work may include contracts or agreements entered into by the U.S. Federal Government, other governments, multilateral and bilateral donors, commercial firms, educational institutions, or nongovernmental organizations (NGOs). Contracts with a parent or an affiliate of the Offeror may not be used in describing past performance.

(c) Using the above guidelines, Offerors shall submit three (3) references for contracts or agreements it considers most relevant in demonstrating its ability to perform the proposed effort. Reference information should include Name, Title, Company/Organization, Address, Phone Number, and email address, and references should be able to speak and/or read English fluently. In addition, to the three (3) references from the prime, if the Offeror is proposing to use subcontractors (or teaming arrangements) to perform major or critical aspects of this requirement, the Offeror shall provide at least one (1) past performance reference but not more than two (2) for all subcontractors or team members whose contribution would be valued in excess of \$300,000.00 per year. The subcontractor/teaming partner may provide the data in a sealed envelop but it must come with the prime's proposal information, and the same page limits for the subcontractor(s) are limited to one (1) page each.

(d) If the Offeror has no relevant corporate or organizational past performance, the Offeror may substitute past performance of a predecessor company (clearly identified as such) or of the Offeror's proposed key personnel who have relevant experience. An Offeror without a record of relevant past performance or for whom information on past performance is not available, will receive a neutral rating on past performance.

(e) Offerors are cautioned that the Government will use data provided by each Offeror in Volume IV and any other data it obtains from other sources in the evaluation of past and present performance.

(f) The Offeror shall provide a list of any contracts it had which were terminated for convenience or terminated for default within the last three years from the date of this solicitation. Also list any contracts for which the customer did not exercise an option to continue the contract within the last three years. The Contractor shall provide contact information for each of these contracts listed within of the Volume IV, Section 1 page limitations.

L.9.2 Volume IV, Sections 2, 3, and 4 - Business Proposal

1. The following sections describe the business information required in the Volume IV of the proposal:

A. Volume IV, Section 2: Offerors shall submit a completed and signed SF 33. Blocks 13 and 14 (as applicable), 15A, 15B, 16, 17, and 18 shall be completed and returned in Section 2. Block 18 shall be

signed by a representative of the organization authorized to bind the organization in a contractual arrangement.

B. Volume IV, Section 2: Offerors shall complete CLIN 0002, and Optional CLIN 1002, 2002, 3002, and 4002 Fill-ins for NTE Ceiling \$, Percentage of Material Handling Fee/G&A on ODC's, and Material Handling Fee/G&A \$ for each line item. As Material Handling Fee/G&A on ODC's (includes travel) is optional and does not need to be proposed, the Offeror may insert a percentage from Zero (0%) percent up to its' approved rates. The percentage proposed is multiplied by \$500,000.00 to calculate material handling/G&A dollars (\$). The material handling/G&A dollars is subtracted from the ODC Ceiling (or \$500,000.00) to calculate the NTE Ceiling for each CLIN.

C. Volume IV, Section 3: The Offeror shall complete Section K, Representations and Certifications, and certify by having an authorized representative of its organization to sign and return in Section 3. If, however, the Offeror has completed its' annual representations and certifications at the Online Representations and Certifications applications (ORCA) website at <http://orca.bpn.gov>, it can print a copy of it's ORCA certification and include it in Section 3 and complete only the update section for this particular acquisition in Section K.

D. Volume IV, Section 4: In accordance with FAR 52.219-9 and Clause H.24, MCC Small Business Goals, applicable organizations (other than small business), shall submit a subcontracting plan compliant with FAR regulations and its proposed subcontracting opportunities for the inclusion of small businesses on its team.

L.9.3 Volume IV, Section 5(a), Attachment J.2, Minimum Qualifications for Labor Categories

See instructions for L.6.3, Volume I, Section 2. Provide duplicate information in pricing volume, Section 5(a). Also, identify Key Personnel attributable to the IDIQ effort and provide resumes under both Volume I, Section 3, and Volume IV, Section 2 (See Clause H.6 Key Personnel).

L.9.4 Volume IV, Section 5(b), Section B, Table 1 and Attachment J.1, Continuation.

In accordance with FAR 52.216-29 (a), (b), and (c) below, the Offeror shall complete Labor Rates for Section B, Table 1 and Attachment J.1, Continuation of Section B, Table 1. Labor rates proposed from a subcontractor or teaming partner should include any prime vendor administrative fees. The Offeror shall complete Column (b) through (g) in Section B, Table 1, and as necessary continue additional labor categories and pricing in the same format in Attachment J.1. If Attachment J.1, is not provided it will be assumed this is not required by the Offeror and will be marked as "reserved" in any resulting contract. Please note that Column (b) should reflect the Offerors labor category title for the same labor category provided in Column (a). The Labor rates should correspond to applicable columns in Attachment J.5, the pricing template. The rates provided are fixed labor rates which are fully burdened to include profit, and shall be used for both FFP and T&M task orders. Offerors shall use the pricing templates in Attachment J.5 for completion of its pricing for the IDIQ labor rates, and Task Orders 1 and 2. A hard copy shall be included in Volume IV, Section 5(b)

52.216-29 – Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition With Adequate Price Competition. (Deviation)

As prescribed in [16.601](#)(e)(1), insert the following provision:

Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition With Adequate Price Competition (Feb 2007)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead/fringe, general and administrative expenses, and profit (if proposed). The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control;

(c) The offeror must establish fixed hourly rates using—

(1) Separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the offeror, and for each category of labor to be transferred between divisions, subsidiaries, or affiliates of the offer under a common control;

L.9.5 Volume IV, Section 6 – Attachment J.3, Task Order 1 and Attachment J.4, Task Order 2 Pricing

Part A. The Offeror shall price the services for the scope of work for Task Order 1, for Procurement Training in Malawi. This will be a time-and-materials Task Order. The Offeror shall use the Labor Descriptions and Fixed Rates proposed in Volume IV, Sections 5(a) and (b) for pricing. The Offerors shall use the pricing template in Attachment J.5 for Task Order 1 and include labor categories, fixed labor rates, proposed hours, materials, travel expenses, and any other required ODC's. Pricing should be segregated to specify whether the fixed hourly rate for each labor category applies to labor performed by the offeror, a subcontractor, or interagency work agreement (i.e. from a division, subsidiary, or affiliate). Materials, Travel and ODC's should be segregated in like manner.

Part B. The Offeror shall price the services for the scope of work for Task Order 2, for Program Management Training for Multiple Countries. This will be a time-and-materials Task Order. Pricing shall be consistent with instructions for Task Order 1 in Part A above.

L.10 The pricing proposal shall consist of an accurate and complete information. No pricing information shall be included in the Technical Proposal. All pricing shall comply with the requirements of Section B; be applicable for the period(s) indicated; and be consistent with the Offerors approved Defense Contract Audit Agency rates, or other officially designated audit agency for rate approvals, standard accounting practices, and most recent Negotiated Indirect Rate Agreement (NICRA) to support proposed handling fees on ODCs, as applicable.

L.9.6 Volume IV, Section 7 - Completed Electronic Pricing Templates and Electronic Copies of the Proposal (Volumes I-IV)

L11 ORAL PRESENTATIONS

Offerors determined to be within the competitive range, provided that a competitive range is established, will participate in an oral presentation (See Clause M.3.1, step 5). At the time the Offeror is notified it is to conduct an oral presentation, the Government will provide specific guidance on the expected content. **The Offeror's team making the presentation and responding to questions must include key personnel who will work on the contract.** Please see Clause H.6 Key Personnel. A resume and letter of intent, if applicable, is required for key personnel conducting the training sessions.

L.12 DISCUSSIONS/NEGOTIATIONS

The Government reserves the right to award without discussions/negotiations or oral presentations therefore Offerors are encouraged to submit proposals on the most favorable basis, as to price and other factors.

Offerors are cautioned that failure to provide all the required information may make the offer non-responsive and may result in elimination of the Offeror from further consideration for award.

L.13 FAR 52.215-20 REQUIREMENTS FOR COSTS OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (Oct 1997) Alternate IV (Oct 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

Offeror is required to provide "information other than cost or pricing data." Information submitted by the Offeror must include, as a minimum, the cost elements (salary, fringe benefits, indirect rates, profit/fee) included in the proposed hourly rates. The Offeror must provide a matrix clearly relating their proposed labor categories to the labor categories stated in Section B of this solicitation. Offerors are required to provide information supporting proposed direct labor and indirect rates. This information should include any relevant government audits. Identify the cognizant government audit agency, point of contact, and phone number for the agency responsible for servicing your organization."

L.14 – ORGANIZATIONAL OR CONSULTANT CONFLICTS OF INTEREST

The Offeror's attention is directed to FAR part 9.5, as well as Section H.18 and H.19 herein – Organizational and Consultant Conflicts of Interest. The nature of potential conflicts of interest, and the nature of the restraint upon future contractor activities is set forth in the provisions at H.18 and H.19 of this solicitation. The terms set forth at H.18 - ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT and the terms set forth at H.19 - ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION are not negotiable. The Offeror is required to identify any existing or potential Conflicts of Interest it may have in its proposal in Volume IV, Section 3. Exceptions taken by the Offeror to these provisions may render the Offeror's proposal non-responsive and unacceptable.

SECTION M EVALUATION FACTORS

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE". The full text of these clauses may be accessed electronically at these internet addresses: <http://acquisition.gov> and <http://www.gsa.gov>.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 GENERAL INFORMATION

The Government intends to make multiple awards to the responsible Offerors whose responsive proposals represent the best value to the Government, price and all other factors considered, in accordance with the evaluation criteria below. The best value tradeoff process described in FAR 52.215-1 permits tradeoffs among price and non-price factors and allows the Government to accept other than the lowest priced proposal or the highest technically rated proposal. Other factors include:

1. The Offeror's compliance with those minimum standards prerequisite to an affirmative determination of responsibility as defined by Section 9.104 of the FAR.
2. The Offeror's compliance with minimum or mandatory solicitation requirements to the extent specified in the proposed terms and conditions and/or specifications contained in this solicitation.
3. Those technical factors, as set forth herein below, upon which a comparative ranking of proposals will be based in accordance with the relative order of importance accorded to each respectively.

M.3 EVALUATION PROCESS AND FACTORS

M.3.1 The MCC intends to utilize a seven (7) step down-select process for evaluation and award of multiple awards for this ID/IQ effort. The 7 steps are as follows:

Step 1: The Contracting Officer shall review proposals for compliance with submission of information in Sections L and M (e.g. FAR 52.215-1). Offerors are cautioned to adhere to language, currency, and maximum page limit restrictions as extra pages (from the point they exceed the limit(s) in Table L.1) will be removed and not evaluated. Proposals which are so non-compliant or deficient as to warrant major revisions to become compliant or non-deficient will not be evaluated further and shall be returned to the Offeror (or destroyed if the Offeror does not wish its return). In addition, Offerors are cautioned that award cannot be made to Offerors not registered in the Central Contractor Registration (CCR) database at www.ccr.gov. Inclusion of complete banking information in the CCR is required for payments using electronic funds transfers.

Step 2: The Evaluation Team will evaluate the proposals for selection of the ID/IQ awards based upon the evaluation criteria in M.3.3, as well as, past performance, and price and qualifications of labor rates.

Proposals will be ranked and a competitive range will be established. In accordance with FAR 52.215-1 (f)(4), the Contracting Officer may eliminate offers due to efficiency considerations, and only the highest ranked offers will be requested to participate in Steps 3-7 (but see also Clause M.7).

Step 3: Discussions, if applicable, will be opened with Offerors within the competitive range.

Step 4: Discussions, if applicable, will close. Offerors will prepare and submit final proposal revisions (estimated NTE 7 day due date).

Step 5: Offerors determined to be within the competitive range, will present oral presentations (See L.11) of their technical capability to provide the services in the Task Orders (Attachment J-3 and J-4) and provide two 10 minute training sessions related to the Task Orders topics (procurement and program management), to demonstrate its instructional/teaching capabilities. These oral presentations, including the training sessions will be approximately one (1) hour in length.

Step 6: The Evaluation Team will 1). Document any changes in the IDIQ evaluations and ranking as a result of discussions/negotiations, if applicable. 2). Evaluate each Task Order based upon oral presentations, evaluation criteria, and pricing in each Task Order, and provide a ranking of Offerors per Task Order.

Step 7: The MCC will use a comparative ranking process among the basic ID/IQ, Task Order 1, and Task Order 2 to determine which Offerors will 1). receive basic ID/IQ awards, 2). receive the Task Order 1 award; and 3) receive the Task Order 2 award. Offerors must first be selected to receive a basic ID/IQ award to be eligible for Task Order awards.

NOTE: The MCC intends to award without discussion so Steps # 3 and #4 will only occur if discussions are warranted, and at the Governments discretion may occur before, during, or after Step #5.

M.3.2 The following evaluation factors are listed in descending order of importance. The non-price evaluation factors are significantly more important than price.

- A. Technical Capability and Soundness of Approach (See M.3.3 for IDIQ and Attachments J.3 and J.4 for Task Orders)
- B. Past Performance
- C. Price

M.3.3 Technical Evaluation Criteria for IDIQ awards (Step 2), Subfactors listed in descending order of importance.

Evaluation Factor A. Technical Capability and Soundness of Approach

Subfactor 1. Demonstrated Technical and Management Capability to perform the full scope of the requirements using best practice procedures. (Volume I, Sections 1, 3, and 4)

Offerors will be evaluated on their demonstrated capabilities in the following areas (Note: 1(a) - 1(f) are of equal importance):

- a. Demonstrated capability for the full spectrum of training design and delivery capability including experience and expertise in: conducting training needs assessments, curriculum

development, training delivery, logistical ability, and short term technical support to augment training.

- b. Demonstrated capability in the ten (10) identified Areas of Focus (Section C.3): Offerors should demonstrate in-depth subject matter expertise and experience in each of the areas of focus including experience in designing, implementing and delivering programs (training or technical support) in each of the designated areas for audiences similar to those targeted under this contract. The additional course offerings, including data rights, in Volume I, Section 4 will also be considered under SubFactor 1 when assessing the Offerors demonstrated ability to provide training in the ten Areas of Focus.
- c. Demonstrated capabilities with specific methodologies, approaches, courses and/or other experiences and examples within each area of focus and in the more general category of training design and delivery.
- d. Demonstrated ability to recruit, provide, and retain qualified staff with relevant experience and technical expertise (e.g. subject matter experts) in the multiple international locations while supporting multiple IDIQ Task Orders. The minimum qualifications of proposed labor categories in Volume I, Section 3, will also be considered under SubFactor 1 when assessing the Offerors demonstrated ability to provide qualified personnel.
- e. Proposed organizational structure and any teaming partners/subcontractor relationships to determine how the proposed arrangements demonstrate the breadth and depth of capabilities necessary to effectively perform the requirements described in this solicitation. MCC will also look for a demonstration of a cohesive team with clear lines of authority and communication.
- f. Demonstrated Capacity to quickly expand into other potential focus area, and new countries. Offerors should demonstrate other technical areas of focus in which they are able to provide capacity building services. Offerors should demonstrate specific resources/alliances they currently have or can obtain to quickly to extend their services into new areas of focus and new countries. Networking resources, existing resources, NGO alliances, other alliances, etc should be highlighted.

Subfactor 2. Demonstrated Capability working with Developing Countries. (Volume 1, Section 2)

Offerors should demonstrate experience working in developing countries. Offerors should demonstrate specific experience in the countries currently listed for MCC assistance (as listed in Section C, Annex 1) and others. Offerors should identify experience conducting training in developing countries in topics identical to or very similar to those listed in the areas of focus of this RFP. MCC will assess capacity building experience in developing countries, and relevance of country experience to the compact eligible countries MCC is focusing on with this RFP. MCC will also assess how the Offeror has partnered with local entities to support capacity building and specific actions the Offeror has pursued to ensure that capacity improvements are sustained.

M.4 The Government will use the following adjectives to evaluate Offerors' technical proposals (for both the ID/IQ and Task Order 1 and 2 level). The adjectives will be used in assessing the technical criteria and sub-criteria set forth above:

OUTSTANDING. The proposal exceeds the fullest expectations of the Government. The Offeror has convincingly demonstrated that the evaluation requirements have been analyzed, evaluated, and its proposal should result in outstanding, effective, efficient, and economical performance under the order / contract. An assigned rating of "outstanding" indicates that, in terms of the specific factor (or subfactor), the proposal demonstrates an "outstanding" understanding of the factor, contains essentially no weaknesses, and exceeds the fullest expectations of the Government.

EXCELLENT. The proposal demonstrates a level of effort that fully meets the statement of work (SOW) requirements and could produce results which should prove to be substantially beneficial to the project, containing essentially no weaknesses. Fulfilling the definition of "excellent" indicates that, in terms of the specific factor (or subfactor), the proposal demonstrates a level of effort that fully meets or exceeds the Evaluation's requirements in a way that should prove to be substantially beneficial to the project.

SATISFACTORY. The proposal meets the requirements. The proposal may contain weaknesses and/or significant weaknesses that are correctable but no deficiencies. An assigned rating of "satisfactory" indicates that, in terms of the specific factor (or subfactor), the proposal demonstrates a "satisfactory" understanding of the factor. If any weaknesses and/or significant weaknesses are noted, they should not seriously affect the Offeror's performance

MARGINAL. The proposal demonstrates a shallow understanding of the requirements and approach and marginally meets the minimum evaluation standard. The proposal contains weaknesses and/or significant weaknesses and may contain deficiencies. A rating of "marginal" indicates that, in terms of the specific factor (or subfactor), the proposal marginally meets the standard for minimal but acceptable performance. The Offeror may complete the assigned tasks; however, there is at least a moderate risk that the Offeror will not be successful.

UNSATISFACTORY. The proposal fails to meet a minimum requirement or contains a major deficiency or major deficiencies. The proposal is incomplete, vague, incompatible, incomprehensible, or so incorrect as to be unsatisfactory. The evaluator feels that the deficiency or deficiencies is/are uncorrectable without a major revision of the proposal. The assignment of a rating of "unsatisfactory" indicates that in terms of the specific factor (or subfactor) the proposal fails to meet performance or capability standards. The specific factor to be evaluated contains deficiencies.

Mere restatement of the requirements, or, should the proposal contain statements from the Offeror that the proposal is compliant with the RFP without containing a description of the approaches, techniques, solutions, and/or processes proposed to satisfy the technical requirements, will be grounds for the Government to assign a very low score for those criteria, or if the proposal would be so non-compliant and vague as to require a major revision (See Clause L.12), it could be eliminated from the competition without further evaluation. Generally speaking, "generic" information may score lower than information "well tailored" to MCC environment.

M.5 EVALUATION FACTOR B. PAST PERFORMANCE

Under the Past Performance factor, the Performance Risk Assessment represents the evaluation of an Offeror's present and past work record to assess the Government's confidence in the Offeror's probability of successfully performing as proposed. The Government will evaluate the Offeror's demonstrated record of contract compliance in supplying products and services that meet user's needs, including cost and schedule. Each relevant contract shall have been performed during the past three (3) years from the date of issuance of this solicitation. In evaluating past performance, information in the Offeror's proposal; information from the proposed references; Governmental records; and, information available through other sources may be considered. For past performance information to be provided by a proposed reference, in the event the reference is unreachable or does not respond in sufficient time for completion of evaluations, the Offeror will receive an "unknown risk" rating for that individual reference. A summary past performance risk assessment rating as defined in Table M.5.1 will be assigned based upon MCC's evaluation of past performance.

Past Performance Risk Assessment Rating - Table M.5.1

Rating	Definition
Low Risk	Based on the Offeror's performance record, essentially no doubt exists that the Offeror will successfully perform the required effort.
Moderate Risk	Based on the Offeror's performance record, some doubt exists that the Offeror will successfully perform the required effort.
Unknown Risk	No relevant performance record is identifiable upon which to base a meaningful performance risk prediction. A search was unable to identify any relevant past performance information for the Offeror or key team members/subcontractors or their key personnel. This is neither a negative or positive assessment.
High Risk	Based on the Offeror's performance record, significant doubt exists that the Offeror will successfully perform the required effort.

If award will be made without conducting discussions/negotiations, an Offeror shall be given the opportunity to clarify the relevance of an Offeror's past performance information and *adverse past performance information to which the Offeror has not previously had an opportunity to respond*. If the adverse past performance information, to which the Offeror has had no opportunity to respond, is the reason an Offeror may not receive an award without discussions, the Offeror will be provided an opportunity to address the information. This communication will not constitute discussions.

If award will be made with discussions, the MCC may use communications between the Government and an Offeror, after receipt of proposals but leading to establishment of the competitive range. These Communications are LIMITED to the Offerors (1) whose past performance information is the determining factor preventing them from being placed in the competitive range; and (2) whose exclusion from, or inclusion in, the competitive range is uncertain.

M.6 PRICE/COST EVALUATION

General

A. To be considered for award of an IDIQ contract, the Offeror must submit pricing information which complies with the requirements of Section L.9. Offerors must propose pricing for all CLINs of all periods of performance to be eligible for award. The Government will evaluate option pricing as demonstrated in Section B, Table 1 and Attachment J.1

B. To be considered for Task Order Award, Offerors must submit pricing information sufficient to determine realism and reasonableness for each task order, including proposed options, and be in compliance with Section L.9.5, Parts A and B.

C. The Government will verify the mathematical accuracy of the total evaluated price computations. The Offerors shall use the pricing templates provided in Attachment J.5.

D. In accordance with FAR 52.215-1, the Government may reject an offer as being unacceptable if it is materially unbalanced as to prices in the base period and the option periods.

E. Prices will be evaluated for both realism and reasonableness. In accordance with FAR 52.215-1, unrealistically low prices, initially or subsequently proposed, may be grounds for eliminating a proposal from competition, at the IDIQ or Task Order level, either on the basis that the Offeror does not understand the requirement or the Offeror has made an unrealistic proposal.

M.7 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGE ENTERPRISES

MCC encourages the participation of small business concerns and disadvantaged enterprises in this program in accordance with FAR Part 19. Accordingly, MCC intends to make award to one or more small businesses or minority educational institutions if rated “satisfactory” or above in the technical capability factor. Any award made to a small business using the terms of this clause shall include FAR 52.219-14, Limitations of Subcontracting to ensure small business or the minority educational institution is performing the majority of the work under the awarded contract. Large businesses, non-profits, foreign entities, and educational institutions may be considered for award only if they are rated above “satisfactory.” This provision may affect overall ranking of Offerors.

M.8 MULTIPLE AWARDS

The Government intends to make multiple awards to multiple offers based on the quality and content of the proposals as discussed in Section M. The decision to make multiple awards will be based on the final ranking of proposals and MCC anticipates approximately 3-5 awards, but reserves the right to determine its optimal solution.

M.9 ELIMINATION OF OFFERS FOR EFFICIENCY

As allowed in FAR 52.215-1(f)(4), Instructions to Offerors-Competitive Acquisition(JAN 2004), if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the CO may limit the number of proposals in the competitive range to the greatest number that will permit an efficient

competition among the most highly rated proposals. The purpose of this procedure is to reduce the time and cost of source selection, for both the Government and the competing Offerors.

M.10 BASIS FOR AWARD

The Government intends to award this effort to the optimal number of Offeror(s) which represent the best value to the Government. The Government reserves the right to make a competitive range determination and open discussions with a limited number of Offeror's in accordance with FAR 52.215-1, as necessary.

Offerors are cautioned of the possibility that award may be made without discussions/negotiations of the proposal received; therefore, the initial offer should be submitted on the most favorable terms from a price and technical standpoint which the Offeror can submit to the Government.

ATTACHMENT J.1
CONTINUATION OF SECTION B, TABLE 1, LABOR RATES
TO BE PROPOSED

ATTACHMENT J.2

**MINIMUM QUALIFICATIONS FOR SECTION B, TABLE 1 LABOR RATES
(See H.16 Personnel Qualifications and Attachment J.6)**

TO BE PROPOSED

ATTACHMENT J.3

**TASK ORDER #1:
“Procurement Training for Malawi for Compact Development”**

TO BE ADDED BY AMENDMENT

ATTACHMENT J.4

TASK ORDER #2:

“Program Management Training for Multiple Countries for Compact Implementation”

TO BE ADDED BY AMENDMENT

ATTACHMENT J.5

PRICING TEMPLATE FOR ID/IQ AND TASK ORDERS

ELECTRONIC FORMAT, PROVIDED IN A SEPARATE DOCUMENT

TO BE ADDED BY AMENDMENT

ATTACHMENT J.6

EXAMPLE OF MINIMUM QUALIFICATIONS FOR PREPARING ATTACHMENT J.2

NOTE: THE LISTED LABOR CATEGORIES, EXPERIENCE, FUNCTIONAL RESPONSIBILITIES, AND EDUCATION FOR EACH POSITION ARE PROVIDED FOR OFFERORS TO ASSESS WHAT MCC IS REQUIRING TO BE PROPOSED IN ATTACHMENT J.2. DO NOT ASSUME MCC HAS MADE AN ASSESSMENT OF WHETHER OR NOT THESE CATEGORIES AND MINIMUM QUALIFICATIONS ARE ACCEPTABLE TO BE PROPOSED IN ATTACHMENT J.2. THESE ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY TO ASSIST THE OFFEROR IN COMPLETING ATTACHMENT J.2. MANY OF THESE LABOR CATEGORIES ARE NOT APPLICABLE TO THIS ACQUISITION

Senior Project Manager

Experience

More than 6 years of project management experience; 6 years of learning and performance experience; 10 years of professional work experience

Functional Responsibilities

Responsible for the entire scope of project management activities on large complex projects, concurrent smaller projects, or a definable piece of a larger program to successful completion consistent with contractual agreement and project management best practices. Assists clients in creating strategic learning and performance plans to meet organizational requirements. Defines new project charters, authority and accountability structures. Supports contract negotiations.

Perform variance analysis and continual risk management while maintaining project profitability and contributes technical expertise to the projects.

Education

Bachelor's Degree required in Business Management, Instructional Design, Education or a related field; Master's Degree preferred.

Project Manager

Experience

Entry to 4 years related-work project management experience; 6 years in the learning and performance environment; 8 years in a professional environment

Functional Responsibilities

Responsible for the performance of small to mid-sized projects or a definable portion of a larger program in accordance with contract requirements and company policies, procedures and guidelines. Develops project requirements, acceptance criteria, and objectives of proposed client solution. Determines and manages project costing, schedules, and staffing levels. Defines and manages project scope, assigns and maintains resources and provides technical direction to the project and ensures project profitability. Identifies project risks and develops contingency plans. Develops status reports, tracks issues and executes problem resolution and ensures project quality control. Creates and executes internal team and external client communications model.

Education

Bachelor's degree required in Business Management, Instructional Design, Education or a related field.

Sr. Instructional Systems Designer

Experience

4 to 6 years of professional experience as and instructional designer.

Functional Responsibilities

Conducts end-user needs assessment and performance assessment, analyzes results to determine learning needs and performance gaps. Consults with clients to identify new learning requirements and strategies. Works with the instructional design team (instructional designers, graphic artists, programmers) and project manages to design responsive training and/or performance support solutions and schedules. Demonstrates advanced knowledge of the instructional design process (ISD/ADDIE/SAT) and fosters design innovation. Reviews products throughout analysis, design, and development for style guidelines, writing standards, and sound instructional design.

Education

Bachelor's degree required in Instructional Systems Design, Education, Psychology or related field. Master's Degree preferred.

Instructional Designer

Experience

Entry level to 3 years experience as an Instructional Designer.

Functional Responsibilities

Works with a design team to perform analysis, design and development for instructional and/or performance support solutions. Conducts task, needs, and audience analyses, and work flow observations. Working knowledge of the instructional design process (ISD/ADDIE/SAT). Works under the supervision of the Project Manager or Senior Instructional Designer to develop and document instructor-led, paper-based, and technology delivered curriculum and/or performance support solutions. Possesses excellent writing skills and demonstrates the ability to work effectively with subject matter experts to conduct research and resolve issues.

Education

Bachelor's degree required in Instructional Design, Education, Psychology or a related field.

Training Instructor

Experience

1 to 4 years training/teaching experience.

Functional Responsibilities

Responsible for the development and presentation of customized and training. Works with management to analyze learning needs, design instruction, performance support programs, and curriculum. Assists in the development and documentation of instructor based and technology delivered curriculum and performance support. Develops training aides and criteria for evaluating the effectiveness of training activities. Demonstrates the ability to carry out job tasks independently.

Education

Bachelor's degree required in education, business management, communications or a related field is required.

Knowledge Management Specialist

Experience

MCC-08-0111-RFP-42

Page 86 of 89

6 to 8 years of business-related experience or equivalent. Excellent communication skills; management and interpersonal, organizational and analytical skills

Functional Responsibilities

Responsible for designing and developing solutions to capture, develop and utilize the client organization's knowledge. Employs knowledge-engineering principles and best practices. Integrates knowledge management solutions into client's work processes and culture in support of project-specific requirements.

Education

Bachelor's Degree required in Management information Systems, Education Technology, Business Management, or a related field. Masters degree preferred.

Senior Analyst

Experience

6 to 8 years of business-related experience or equivalent. Excellent communication skills; management and interpersonal; organizational and analytical skills

Functional Responsibilities

Researches and analyzes business element problems, to determine element(s) requirements with minimum supervision. Collaborates with customer(s) to define, coordinate and track the status of multidisciplinary task(s) and advises on management and business element planning and implementation. May supervise and train entry-level personnel in the management, business and organizational aspects of assigned work. Reviews program reports, papers, drawings, specifications, procedures, etc.; provides comments; consolidates and adjudicates comments from various organizations and prepares reports. Advises customer as a subject matter expert on program development, planning, and implementation of business element(s).

Education

Bachelor's Degree required in Instructional Technology, Education Technology, Business Management, or a related field. Masters degree preferred.

Analyst

Experience

4 to 6 years of business-related experience or equivalent. Excellent communication skills; management and interpersonal, organizational and analytical skills

Functional Responsibilities

Researches and analyzes business element problems, to determine element(s) requirements with minimum supervision. Collaborates with customer(s) to define, coordinate and track the status of multidisciplinary task(s) and advises on management and business element planning and implementation. Reviews program reports, papers, drawings, specifications, procedures, etc.; provides comments; consolidates and adjudicates comments from various organizations and prepares reports. Advises customer as a subject matter expert on program development, planning, and implementation of business element(s).

Education

Bachelor's Degree required in Instructional Technology, Education Technology, Business Management, or a related field.

Graphics Designer

Experience

Entry to 4 years of professional experience

Functional Responsibilities

Responsible for the design, creation and support of visual media development in a wide variety of settings. Works with instructional designer and application developers to create products that will meet a client's individual needs. Provides for the production of audio and video assets to support learning solutions, understands the requirements for audio and video integration into multiple delivery learning technologies. Able to produce complex, technical and graphically oriented materials using isometric, spatial perspective and other illustration techniques. Works under the direction of the Senior Visual Media Developer and Project Manager. Presents and defends graphic ideas and solutions to project team.

Education

Bachelor's degree is required, but a BFA is preferred.

Technical Writer/Editor

Experience

2 to 4 years of technical writing/editing experience are required.

Functional Responsibilities

Researches, organizes, writes, edits, and produces technical data for major publication projects. Ensures technical documentation is accurate, complete, meets editorial and Government specifications and adheres to standards for quality, graphics, coverage, format, and style. May participate in the establishment of style guidelines and standards for texts and illustrations. May provide work leadership for lower level employees.

Education

Requires a Bachelor's degree in English, Literature or related field. Master's Degree preferred

Senior Technical Writer/Editor

Experience

4 to 6 years of technical writing/editing experience are required.

Functional Responsibilities

Researches, organizes, writes, edits, and produces technical data for major publication projects. Ensures technical documentation is accurate, complete, meets editorial and Government specifications and adheres to standards for quality, graphics, coverage, format, and style. May participate in the establishment of style guidelines and standards for texts and illustrations. May provide work leadership for lower level employees.

Education

Requires a Bachelor's degree in English, Literature or related field. Master's Degree preferred

Senior Trainer

Experience

4 to 6 years of training/teaching experience

Functional Responsibilities

Responsible for the development and presentation of customized training. Works with management to analyze learning needs, design instruction, performance support programs, and curriculum. Explores and evaluates potential training methods and delivery alternatives. Assists in the development and documentation of instructor-based and technology delivered curriculum and performance support to sustain human capital management programs. Demonstrates the ability to carry out job tasks independently and provides guidance to others.

Education

Bachelor's degree required in education, instructional systems design, business management or a related field.

Administrative Specialist**Experience**

More than 6 years of related experience are required

Functional Responsibilities

Under limited supervision and on own initiative, performs standard and advanced administrative duties. Assists managers with administrative responsibilities. Position requires superior skills in word processing and Excel spreadsheets and a thorough knowledge of the organizational practices and procedures. May generate and maintain confidential files and reports.

Education

A high school diploma or equivalent

Business Process Re- Engineering Specialist**Experience**

5 to 7 years of business process re-engineering experience is required with 12 years of total work experience.

Functional Responsibilities

Identifies and evaluates core business processes. Applies systematic change methodologies to optimally integrate human and technology systems. Employs business process reengineering principles and best practices in response to project-specific needs.

Education

Bachelor's Degree required in Organizational Development, Information Management, Business or a related field, Master's Degree preferred.